

## Preaward Compliance Review Report for All Applicants and Recipients Requesting EPA Financial Assistance

Note: Read Instructions before completing form.

### I. A. Applicant/Recipient (Name, Address, City, State, Zip Code)

Name:

Address:

City:

State:  Zip Code:

B. DUNS No.

II. Is the applicant currently receiving EPA Assistance? ☐ Yes ☒ No

III. List all civil rights lawsuits and administrative complaints pending against the applicant/recipient that allege discrimination based on race, color, national origin, sex, age, or disability. (Do not include employment complaints not covered by 40 C.F.R. Parts 5 and 7.)

IV. List all civil rights lawsuits and administrative complaints decided against the applicant/recipient within the last year that allege discrimination based on race, color, national origin, sex, age, or disability and enclose a copy of all decisions. Please describe all corrective actions taken. (Do not include employment complaints not covered by 40 C.F.R. Parts 5 and 7.)

V. List all civil rights compliance reviews of the applicant/recipient conducted by any agency within the last two years and enclose a copy of the review and any decisions, orders, or agreements based on the review. Please describe any corrective action taken. (40 C.F.R. § 7.80(c)(3))

VI. Is the applicant requesting EPA assistance for new construction? If no, proceed to VII; if yes, answer (a) and/or (b) below.

☐ Yes ☒ No

a. If the grant is for new construction, will all new facilities or alterations to existing facilities be designed and constructed to be readily accessible to and usable by persons with disabilities? If yes, proceed to VII; if no, proceed to VI(b).

☐ Yes ☐ No

b. If the grant is for new construction and the new facilities or alterations to existing facilities will not be readily accessible to and usable by persons with disabilities, explain how a regulatory exception (40 C.F.R. 7.70) applies.

VII. Does the applicant/recipient provide initial and continuing notice that it does not discriminate on the basis of race, color, national origin, sex, age, or disability in its program or activities? (40 C.F.R. 5.140 and 7.95)

☒ Yes ☐ No

a. Do the methods of notice accommodate those with impaired vision or hearing?

☐ Yes ☒ No

b. Is the notice posted in a prominent place in the applicant's offices or facilities or, for education programs and activities, in appropriate periodicals and other written communications?

☒ Yes ☐ No

c. Does the notice identify a designated civil rights coordinator?

☐ Yes ☒ No

VIII. Does the applicant/recipient maintain demographic data on the race, color, national origin, sex, age, or handicap of the population it serves? (40 C.F.R. 7.85(a))

☒ Yes ☐ No

IX. Does the applicant/recipient have a policy/procedure for providing access to services for persons with limited English proficiency? (40 C.F.R. Part 7, E.O. 13166)

☒ Yes ☐ No

- X. If the applicant is an education program or activity, or has 15 or more employees, has it designated an employee to coordinate its compliance with 40 C.F.R. Parts 5 and 7? Provide the name, title, position, mailing address, e-mail address, fax number, and telephone number of the designated coordinator.**

Kim Boyd  
Executive Assistant  
9801 Lake Forest Blvd  
New Orleans, LA 70127  
kim.boyd@dscej.org  
Office: 504-272-0656  
Cell: 443-896-8495

- XI. If the applicant is an education program or activity, or has 15 or more employees, has it adopted grievance procedures that assure the prompt and fair resolution of complaints that allege a violation of 40 C.F.R. Parts 5 and 7? Provide a legal citation or Internet Address for, or a copy of, the procedures.**

<https://fluxconsole.com/files/item/211/136923/DSCEJ%20Harrassment%20Policy.pdf>  
<https://fluxconsole.com/files/item/211/136922/DSCEJ%20Grievance%20Policy.pdf>

**For the Applicant/Recipient**

I certify that the statements I have made on this form and all attachments thereto are true, accurate and complete. I acknowledge that any knowingly false or misleading statement may be punishable by fine or imprisonment or both under applicable law. I assure that I will fully comply with all applicable civil rights statutes and EPA regulations.

A. Signature of Authorized Official

Beverly L Wright

B. Title of Authorized Official

Executive Director

C. Date

03/24/2022

**For the U.S. Environmental Protection Agency**

I have reviewed the information provided by the applicant/recipient and hereby certify that the applicant/recipient has submitted all preaward compliance information required by 40 C.F.R. Parts 5 and 7; that based on the information submitted, this application satisfies the preaward provisions of 40 C.F.R. Parts 5 and 7; and that the applicant has given assurance that it will fully comply with all applicable civil rights statutes and EPA regulations.

A. \*Signature of Authorized EPA Official

B. Title of Authorized Official

C. Date

**\* See Instructions**

Instructions for EPA FORM 4700-4 (Rev. 06/2014)

General. Recipients of Federal financial assistance from the U.S. Environmental Protection Agency must comply with the following statutes and regulations.

Title VI of the Civil Rights Acts of 1964 provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. The Act goes on to explain that the statute shall not be construed to authorize action with respect to any employment practice of any employer, employment agency, or labor organization (except where the primary objective of the Federal financial assistance is to provide employment). Section 13 of the 1972 Amendments to the Federal Water Pollution Control Act provides that no person in the United States shall on the ground of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under the Federal Water Pollution Control Act, as amended. Employment discrimination on the basis of sex is prohibited in all such programs or activities. Section 504 of the Rehabilitation Act of 1973 provides that no otherwise qualified individual with a disability in the United States shall solely by reason of disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. Employment discrimination on the basis of disability is prohibited in all such programs or activities. The Age Discrimination Act of 1975 provides that no person on the basis of age shall be excluded from participation under any program or activity receiving Federal financial assistance. Employment discrimination is not covered. Age discrimination in employment is prohibited by the Age Discrimination in Employment Act administered by the Equal Employment Opportunity Commission. Title IX of the Education Amendments of 1972 provides that no person in the United States on the basis of sex shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving Federal financial assistance. Employment discrimination on the basis of sex is prohibited in all such education programs or activities. Note: an education program or activity is not limited to only those conducted by a formal institution. 40 C.F.R. Part 5 implements Title IX of the Education Amendments of 1972. 40 C.F.R. Part 7 implements Title VI of the Civil Rights Act of 1964, Section 13 of the 1972 Amendments to the Federal Water Pollution Control Act, and Section 504 of The Rehabilitation Act of 1973. The Executive Order 13166 (E.O. 13166) entitled; "Improving Access to Services for Persons with Limited English Proficiency" requires Federal agencies work to ensure that recipients of Federal financial assistance provide meaningful access to their LEP applicants and beneficiaries.

Items "Applicant" means any entity that files an application or unsolicited proposal or otherwise requests EPA assistance. 40 C.F.R. §§ 5.105, 7.25. "Recipient" means any entity, other than applicant, which will actually receive EPA assistance. 40 C.F.R. §§ 5.105, 7.25. "Civil rights lawsuits and administrative complaints" means any lawsuit or administrative complaint alleging discrimination on the basis of race, color, national origin, sex, age, or disability pending or decided against the applicant and/or entity which actually benefits from the grant, but excluding employment complaints not covered by 40 C.F.R. Parts 5 and 7. For example, if a city is the named applicant but the grant will actually benefit the Department of Sewage, civil rights lawsuits involving both the city and the Department of Sewage should be listed. "Civil rights compliance review" means any review assessing the applicant's and/or recipient's compliance with laws prohibiting discrimination on the basis of race, color, national origin, sex, age, or disability. Submit this form with the original and required copies of applications, requests for extensions, requests for increase of funds, etc. Updates of information are all that are required after the initial application submission. If any item is not relevant to the project for which assistance is requested, write "NA" for "Not Applicable." In the event applicant is uncertain about how to answer any questions, EPA program officials should be contacted for clarification. \* Note: Signature appears in the Approval Section of the EPA Comprehensive Administrative Review For Grants/Cooperative Agreements & Continuation/Supplemental Awards form.



# EPA KEY CONTACTS FORM

OMB Number: 2030-0020  
Expiration Date: 06/30/2024

**Authorized Representative:** *Original awards and amendments will be sent to this individual for review and acceptance, unless otherwise indicated.*

<b>Name:</b>	<b>Prefix:</b> Dr.	<b>First Name:</b> Beverly	<b>Middle Name:</b> L.
	<b>Last Name:</b> Wright		<b>Suffix:</b> Ph.D.
<b>Title:</b>	Executive Director		
<b>Complete Address:</b>			
<b>Street1:</b>	Ex. 6 Personal Privacy (PP)		
<b>Street2:</b>			
<b>City:</b>	New Orleans	<b>State:</b>	LA: Louisiana
<b>Zip / Postal Code:</b>	70126	<b>Country:</b>	USA: UNITED STATES
<b>Phone Number:</b>	(504) 782-8989	<b>Fax Number:</b>	(504) 265-0734
<b>E-mail Address:</b>	beverlylw@dscej.org		

**Payee:** *Individual authorized to accept payments.*

<b>Name:</b>	<b>Prefix:</b> Dr.	<b>First Name:</b> Beverly	<b>Middle Name:</b> L.
	<b>Last Name:</b> Wright		<b>Suffix:</b> Ph.D.
<b>Title:</b>	Executive Director		
<b>Complete Address:</b>			
<b>Street1:</b>	9801 Lake Forest Blvd.		
<b>Street2:</b>			
<b>City:</b>	New Orleans	<b>State:</b>	LA: Louisiana
<b>Zip / Postal Code:</b>	70127	<b>Country:</b>	USA: UNITED STATES
<b>Phone Number:</b>	(504) 782-8989	<b>Fax Number:</b>	(504) 265-0734
<b>E-mail Address:</b>	beverlylw@dscej.org		

**Administrative Contact:** *Individual from Sponsored Programs Office to contact concerning administrative matters (i.e., indirect cost rate computation, rebudgeting requests etc).*

<b>Name:</b>	<b>Prefix:</b> Mr.	<b>First Name:</b> Michael	<b>Middle Name:</b>
	<b>Last Name:</b> Hubbard		<b>Suffix:</b> II
<b>Title:</b>	Finance Manager		
<b>Complete Address:</b>			
<b>Street1:</b>	9801 Lake Forest Blvd.		
<b>Street2:</b>			
<b>City:</b>	New Orleans	<b>State:</b>	LA: Louisiana
<b>Zip / Postal Code:</b>	701272606	<b>Country:</b>	USA: UNITED STATES
<b>Phone Number:</b>	(504) 906-2184	<b>Fax Number:</b>	(504) 372-3473
<b>E-mail Address:</b>	michaelh@dscej.org		



# EPA KEY CONTACTS FORM

**Project Manager:** *Individual responsible for the technical completion of the proposed work.*

**Name:** **Prefix:**  **First Name:**  **Middle Name:**

**Last Name:**  **Suffix:**

**Title:**

**Complete Address:**

**Street1:**

**Street2:**

**City:**

**State:**

**Zip / Postal Code:**

**Country:**

**Phone Number:**

**Fax Number:**

**E-mail Address:**

## Other Attachment File(s)

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\* Mandatory Other Attachment Filename:

Add Mandatory Other Attachment

Delete Mandatory Other Attachment

View Mandatory Other Attachment

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To add more "Other Attachment" attachments, please use the attachment buttons below.

Add Optional Other Attachment

Delete Optional Other Attachment

View Optional Other Attachment

## Project Narrative File(s)

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\* Mandatory Project Narrative File Filename:

Add Mandatory Project Narrative File

Delete Mandatory Project Narrative File

View Mandatory Project Narrative File

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To add more Project Narrative File attachments, please use the attachment buttons below.

Add Optional Project Narrative File

Delete Optional Project Narrative File

View Optional Project Narrative File

# BUDGET INFORMATION - Non-Construction Programs

OMB Number: 4040-0006  
Expiration Date: 02/28/2022

## SECTION A - BUDGET SUMMARY

Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. Enhanced Air Quality Monitoring for Communities	66.034	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text" value="250,000.00"/>	\$ <input type="text" value="74,088.00"/>	\$ <input type="text" value="324,088.00"/>
2. <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
3. <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
4. <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
5. Totals		\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text" value="250,000.00"/>	\$ <input type="text" value="74,088.00"/>	\$ <input type="text" value="324,088.00"/>

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# SECTION B - BUDGET CATEGORIES

6. Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY				Total (5)
	(1)	(2)	(3)	(4)	
	Enhanced Air Quality Monitoring for Communities				
a. Personnel	\$ 77,000.00	\$	\$	\$	\$ 77,000.00
b. Fringe Benefits	22,020.00				22,020.00
c. Travel	0.00				0.00
d. Equipment	0.00				0.00
e. Supplies	41,500.00				41,500.00
f. Contractual	15,000.00				15,000.00
g. Construction	0.00				0.00
h. Other	96,480.00				96,480.00
i. Total Direct Charges (sum of 6a-6h)	252,000.00				\$ 252,000.00
j. Indirect Charges	0.00				\$ 0.00
k. TOTALS (sum of 6i and 6j)	\$ 252,000.00	\$	\$	\$	\$ 252,000.00
7. Program Income	\$ 0.00	\$	\$	\$	\$ 0.00

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SECTION C - NON-FEDERAL RESOURCES					
(a) Grant Program		(b) Applicant	(c) State	(d) Other Sources	(e)TOTALS
8.	Enhanced Air Quality Monitoring for Communities	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text" value="74,088.00"/>	\$ <input type="text" value="74,088.00"/>
9.	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
10.	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
11.	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
12. TOTAL (sum of lines 8-11)		\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text" value="74,088.00"/>	\$ <input type="text" value="74,088.00"/>

SECTION D - FORECASTED CASH NEEDS					
	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13. Federal	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
14. Non-Federal	\$ <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
15. TOTAL (sum of lines 13 and 14)	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>

SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT					
(a) Grant Program		FUTURE FUNDING PERIODS (YEARS)			
		(b)First	(c) Second	(d) Third	(e) Fourth
16.	Enhanced Air Quality Monitoring for Communities	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
17.	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
18.	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
19.	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
20. TOTAL (sum of lines 16 - 19)		\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>

SECTION F - OTHER BUDGET INFORMATION	
21. Direct Charges: <input type="text" value="Personnel, Fringe, Supplies, Contractual, Other"/>	22. Indirect Charges: <input type="text" value="None"/>
23. Remarks: <input type="text"/>	

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## Application for Federal Assistance SF-424

\* 1. Type of Submission:

- ☐ Preapplication  
☒ Application  
☐ Changed/Corrected Application

\* 2. Type of Application:

- ☒ New  
☐ Continuation  
☐ Revision

\* If Revision, select appropriate letter(s):

\* Other (Specify):

\* 3. Date Received:

03/24/2022

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

\* a. Legal Name: Deep South Center for Environmental Justice, Inc.

\* b. Employer/Taxpayer Identification Number (EIN/TIN):

562466977

\* c. Organizational DUNS:

7809244650000

d. Address:

\* Street1: 9801 Lake Forest Blvd.

Street2:

\* City: New Orleans

County/Parish:

Orleans

\* State: LA: Louisiana

Province:

\* Country: USA: UNITED STATES

\* Zip / Postal Code: 701272606

e. Organizational Unit:

Department Name:

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

Dr.

\* First Name:

Beverly

Middle Name:

L.

\* Last Name:

Wright

Suffix:

Title: Executive Director

Organizational Affiliation:

Deep South Center for Environmental Justice, Inc.

\* Telephone Number: (504) 782-8989

Fax Number: (504) 265-0734

\* Email: beverlyw@dscej.org

## Application for Federal Assistance SF-424

### \* 9. Type of Applicant 1: Select Applicant Type:

M: Nonprofit with 501C3 IRS Status (Other than Institution of Higher Education)

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

\* Other (specify):

### \* 10. Name of Federal Agency:

Environmental Protection Agency

### 11. Catalog of Federal Domestic Assistance Number:

66.034

CFDA Title:

Surveys, Studies, Research, Investigations, Demonstrations, and Special Purpose Activities  
Relating to the Clean Air Act

### \* 12. Funding Opportunity Number:

EPA-OAR-OAQPS-22-01

\* Title:

Enhanced Air Quality Monitoring for Communities

### 13. Competition Identification Number:

Title:

### 14. Areas Affected by Project (Cities, Counties, States, etc.):

1236-Areas Affected by the Project.pdf

Add Attachment

Delete Attachment

View Attachment

### \* 15. Descriptive Title of Applicant's Project:

St. John Parish Air Toxics Patrol

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments



**Application for Federal Assistance SF-424****16. Congressional Districts Of:**

\* a. Applicant LA-02

\* b. Program/Project LA-02

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

**17. Proposed Project:**

\* a. Start Date: 10/01/2022

\* b. End Date: 09/30/2024

**18. Estimated Funding (\$):**

* a. Federal	498,911.00
* b. Applicant	0.00
* c. State	0.00
* d. Local	0.00
* e. Other	150,399.00
* f. Program Income	0.00
* g. TOTAL	649,310.00

**\* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on .
- ☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☒ c. Program is not covered by E.O. 12372.

**\* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

**21. \*By signing this application, I certify (1) to the statements contained in the list of certifications\*\* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances\*\* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

☒ \*\* I AGREE

\*\* The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

**Authorized Representative:**

Prefix: Dr. \* First Name: Beverly

Middle Name: L.

\* Last Name: Wright

Suffix: Ph.D.

\* Title: Executive Director

\* Telephone Number: (504) 272-0956 Fax Number: (504) 372-3473

\* Email: beverlyw@dscej.org

\* Signature of Authorized Representative: Beverly L Wright \* Date Signed: 03/24/2022

Manifest for Grant Application # GRANT13579820

Grant Application XML file (total 1):

1. GrantApplication.xml. (size 24446 bytes)

Forms Included in Zip File(total 6):

1. Form ProjectNarrativeAttachments\_1\_2-V1.2.pdf (size 16117 bytes)

2. Form SF424\_3\_0-V3.0.pdf (size 24243 bytes)

3. Form SF424A-V1.0.pdf (size 22760 bytes)

4. Form EPA4700\_4\_3\_0-V3.0.pdf (size 22852 bytes)

5. Form OtherNarrativeAttachments\_1\_2-V1.2.pdf (size 15892 bytes)

6. Form EPA\_KeyContacts\_2\_0-V2.0.pdf (size 37382 bytes)

Attachments Included in Zip File (total 3):

1. ProjectNarrativeAttachments\_1\_2 ProjectNarrativeAttachments\_1\_2-Attachments-1235-Project Narrative.pdf application/pdf (size 401370 bytes)

2. OtherNarrativeAttachments\_1\_2 OtherNarrativeAttachments\_1\_2-Attachments-1234-Other Attachments.pdf application/pdf (size 11370875 bytes)

3. SF424\_3\_0 SF424\_3\_0-1236-Areas Affected by the Project.pdf application/pdf (size 84062 bytes)

### **Areas Affected by the Project**

The areas affected by this project include portions of St. John the Baptist Parish located within Louisiana's 2<sup>nd</sup> Congressional District, including the cities of Wallace, Louisiana, and Convent, Louisiana which are the homes of the two CBO partners proposed in this application; The Descendants Project, and Concerned Citizens of St. John's Parish.

St. John the Baptist Parish sits between New Orleans and Baton Rouge part of which borders on the Mississippi River. Its parish seat is the unincorporated area of Edgard, with the largest city being LaPlace, also unincorporated. St. John the Baptist Parish is part of two Louisiana congressional districts, the 2<sup>nd</sup> and the 6<sup>th</sup>. The focus of this application is concerned with the largely African American populated 2<sup>nd</sup> District area along the Mississippi River, recognized as being a part of the infamous Cancer Alley.

## **I. COVER PAGE**

**Applicant Organization & Address:** Deep South Center for Environmental Justice (DSCEJ); 9801 Lake Forest Blvd., New Orleans, LA 70127. DUNS #: 780924465

**Contact info:** Dr. Beverly Wright, (504) 782-8989, [beverlyw@dscej.org](mailto:beverlyw@dscej.org)

**Set-Aside:** Community-based organization set-aside. DSCEJ primarily represents communities in and around New Orleans, LA. For this project, we represent St. John the Baptist Parish.

**Brief Description of Applicant Organization (mission statement):** Improve the lives of children and families harmed by pollution and vulnerable to climate change in the Gulf Coast Region through research, education, community and student engagement for policy change, as well as health and safety training for environmental careers.

**Project Partners:** The Descendants Project (Dr. Joy Banner); Concerned Citizens of St. John (Robert Taylor)

**Project Location:** St. John the Baptist Parish, Louisiana

**Air Pollutant Scope:** PM2.5, VOCs (possibly incl. Chloroprene), NO<sub>2</sub>

EPA Funding Requested	Total Project Cost
\$498,911	\$649,309

**Project Period:** 10/01/2022 - 9/30/2024

**Short Project Description:** Building capacity of local EJ community groups to monitor their air quality, engage with stakeholders, and become more active and effective in civic engagement.

## **II. WORK PLAN**

### **Section 1 – Project Summary and Approach**

**1.A. Overall Project.** The Deep South Center for Environmental Justice (henceforth: “DSCEJ” or “Deep South”) has over 30 years of grassroots experience organizing community-based organizations (CBOs) around environmental justice (EJ) projects, including those related to air quality monitoring<sup>1</sup>, in and around New Orleans, LA. We have stood up to some of the biggest petrochemical corporations (e.g., Shell, and Shintech) with an army of concerned citizens and arms-full of data, and won. Our victories have included settlements valued in the millions of dollars, that have resulted in tangible public health outcomes and quality of life improvements, including: relocation of an entire community from the shadow of a prolific air and water polluter (Shell); closing the outdated Chef Menteur Landfill that was leaching material into a national wildlife refuge; court judgment requiring the EPA to set emission standards for polyvinyl chloride manufacturers; and many others.<sup>2</sup> This track record, experience and expertise, paired with existing relationships with CBOs in the target community, will be leveraged in the proposed project.

Our target community is St. John the Baptist Parish [pop. ~21,000], located about 20 miles from the heart of New Orleans and situated along the Mississippi River. The neighborhoods (represented by our partner CBOs) in this Parish share several commonalities. They (1) are subjected to high levels of airborne pollutants (such as PM2.5, chloroprene and other volatile organic compounds [VOCs], dioxides, and mercury, among others) originating from the nearby Dupont Denka petrochemical factory<sup>3</sup> and the Formosa plastics factory (among many others; these are the closest) every single day of the year, (2) have active, resident-driven environmental advocacy groups with whom DSCEJ has collaborated on prior EJ projects - these groups were formed in direct response to derisive actions taken by local and state elected officials and local polluters, (3) are majority African American, and (4) have requested (see attached letters) technical assistance from DSCEJ to address the endemic pollution which plague their communities.

Our team - consisting of DSCEJ, citizen groups from these three communities, data science and public health/ toxicology experts - intends to achieve four objectives (detailed below): (1) Educate/ train a citizen action team from each CBO about the problem (pollution sources/ types, health impacts for levels of prevalent pollutants, remediation options, etc.) and effective actions they can take; (2) Develop,

through community-driven processes, a comprehensive air monitoring plan that specifies targeted pollutants, and includes a plan/ strategies for project monitoring, dissemination, and civic engagement; (3) Train the citizen action teams, based on the community-designed plan, in the skills they will need to carry out the associated activities (and in some cases, enhance existing efforts) in their community (in phases - i.e., monitoring/ data skills may be taught first, while dissemination strategies may come later); (4) Install monitoring equipment and implement planned civic engagement activities over the ensuing ~18 months (monitoring, data collection, report-writing, dissemination of findings, media engagement, advocacy, etc.).

The primary aim of this project is to build the capacity of our local partners in St. John the Baptist Parish ("St. John") to advocate on behalf of their constituents on issues relating to environmental justice/ health equity. These groups of concerned citizens have already achieved some important milestones in these areas, and their success in addressing these endemic issues will only grow if they are well-resourced.

**Table 1. Primary Activities by Project Phase - Summary (Details in Section 2.B.)**

<b>Phase 1</b> <i>Relationship Building &amp; Educ.</i>	<b>Phase 2</b> <i>Planning &amp; Training</i>	<b>Phase 3</b> <i>Operations</i>	<b>Phase 4</b> <i>Dissemination &amp; Action</i>
<ul style="list-style-type: none"> <li>• Convene partners</li> <li>• Hold comm. meetings</li> <li>• Community needs &amp; asset assessment</li> <li>• Logic model of problem</li> <li>• Identify educ. topics</li> <li>• Power and relation. mapping</li> <li>• Develop custom curric. combining issue-oriented education on air quality and monitoring with civic engagement opportunities</li> <li>• Deliver curriculum to CBOs</li> </ul>	<ul style="list-style-type: none"> <li>• Identify pollutants</li> <li>• Strategies/ techniques for measuring/ monitoring target air pollutants</li> <li>• Case studies &amp; organizing strategies</li> <li>• Monitoring overview</li> <li>• Monitor-use training (incl. calibration)</li> <li>• Identify monitoring sites</li> <li>• Schedule data collection</li> </ul>	<ul style="list-style-type: none"> <li>• Train on data interpretation including Geographic Info System (GIS) mapping</li> <li>• Procure monitors</li> <li>• Install monitors</li> <li>• Collect data (ongoing)</li> <li>• Maintenance and tech support (ongoing) by vendor</li> <li>• Consultation with GIS and toxicologist/ public health consultants</li> </ul>	<ul style="list-style-type: none"> <li>• Interpret data (ongoing) w/ expert consultation</li> <li>• Identify data trends</li> <li>• Write reports</li> <li>• Draft policy recom. w/ help from public health experts</li> <li>• Meet with decision makers (industry, government [local, state, EPA])</li> <li>• Issue press releases</li> <li>• Take action as informed by data and responses from industry/ decision makers</li> </ul>

**1.B. Project Significance.** The Mississippi River Chemical Corridor produces one-fifth of the United States' petrochemicals and transformed one of the poorest, slowest-growing sections of Louisiana into a network of working-class communities; between 1956 and 2019 the number of workers employed by this industry grew from 87,200<sup>4</sup> to 249,000<sup>5</sup>.

Yet this growth has not come without a cost: the narrow corridor absorbs more toxic substances annually than do most entire states<sup>6</sup>. Infamously known as "Cancer Alley," these 85-miles are home to more than 180 heavy industrial facilities, and the air, water, and soil along this corridor are so full of carcinogens and mutagens that it has been described as a "massive human experiment."<sup>6</sup> According to the Centers for Disease Control & Prevention (CDC), Louisiana has consistently ranked among the states with the highest rates of cancer. GIS-mapping by DSCEJ not only shows a correlation between industrial pollution and race in nine

Metric	Source	St. John's	LA	US
Particulate matter 2.5 (%-tile)*	EJScreen Tool	91 <sup>st</sup> ile	na	na
2017 Air Toxics Cancer Risk*		99 <sup>th</sup> ile	na	na
2017 Air Toxics Respiratory HI*		92 <sup>nd</sup> ile	na	na
Life expectancy @ birth (yrs)*		72-81	76.1	78.8
Adults with Asthma*		12%	7.90%	7.70%
Household Income (Median)	US Census	\$57,429	\$51,073	\$65,712
Population		42,477	na	na
People of Color		69%	44%	42%
Poverty		17.40%	19%	12.30%
Without healthcare coverage		10.50%	8.90%	9.20%
Unemployment rate (Dec 2021)	BLS**	7.50%	4.40%	3.90%
* Shows poorest data-point from community, as provided in EJScreen tool				
** Bureau of Labor Statistics				

Louisiana parishes along the Corridor, but also finds that ***pollution sources increase as the population of African Americans increases***.<sup>30,31</sup> This fact is particularly disturbing - demonstrating this problem is both dynamic and deliberate.

St. John is located in the heart of Cancer Alley. Residents in the largely rural, low-wealth, African American communities in this parish are continuously subjected to unhealthy levels of air pollutants; living in this region is associated with higher rates of cancer<sup>7</sup> and other medical problems. Of particular concern, the largest plant in close proximity to this parish - the Denka Performance Elastomer LLC, operating in the former DuPont facility in LaPlace, LA - has attracted national attention due to extremely high levels (hundreds of times > safe limits) of chloroprene emissions<sup>8,9</sup>.

Despite decades of court battles, public testimony, and advocacy (through community organizing initiatives led by DSCEJ) to prevent/ delay new plants<sup>10</sup>, high levels of air pollution persist in St. John. The endemic nature of airborne toxins means no person in the dispersal zone is safe. The situation is exacerbated by ineffective regulatory oversight in Louisiana, and blatant non-compliance with the regulations that is common. Even *when* plants are “in compliance” with the standard for one particular pollutant, current regulations do not consider the cumulative effect, on population health, of the many air pollutants to which residents are exposed. Further, it is common practice for industries in Cancer Alley to take overt measures (such as turning off their monitors, or changing their direction, etc.) to avoid detection, when emissions are expected to exceed standards. Only with more data, greater accountability, direct control of emission-measurement, and a higher-level of engagement on the part of people in these communities, will there be sufficient momentum to facilitate change.

Residents in St. John report high levels of exposure to air pollution, as well as respiratory and other ailments; as indicated by the data in Table 1, health and pollution metrics for these communities are poor, with the rate of adults with asthma 50% higher than in LA as a whole, and extremely high levels of airborne toxics and particulate matter (PM). Unfortunately, and unjustly, the primary determinants of exposure to health hazards in Southern Louisiana are one’s zip code and skin color. Even prior to COVID, in census tract 708 (the St. John tract closest to the DuPont Denka plant), the life expectancy at birth (for the 2010-2015 period) was only 70.7 years—significantly lower than in any other part of the parish—and cancer risk for that same census tract surpassed even the high levels of risk in other tracts in the parish<sup>11</sup>.

We know from experience that the only way to elicit change from the polluters, and from officials that tacitly condone the continued toxic emissions, is to hold them accountable. As we have done in partnership with dozens of community/ neighborhood-based groups for 30 years, we intend to educate and help stakeholders in these areas to build capacity to *engage* more effectively to achieve their environmental/ health-equity objectives, via our participatory model. We will help them to more deeply understand the problems, support them in taking the concrete steps of monitoring the air pollutants they are most concerned about, provide technical support in interpreting their findings, and assist them in leveraging those findings/ data to create change through civic engagement. The data gathered through improved, independent air quality monitoring will be key to shifting the balance of power in Cancer Alley away from corporate profit interests and toward the health of residents.

## **Section 2 – Community Involvement**

**2.A. Community Partnerships.** The origin and work of DSCEJ dates back to 1992, incorporating in LA in 2004 and recognized as a 501c3 in 2005. As noted, DSCEJ enjoys meaningful, long-established working relationships with individual residents of the targeted communities, and with grassroots organizations within these communities. Because of this history, we are familiar with the health, environmental, and socio-economic challenges of families in this segment of Cancer Alley. The two CBO partners that are included in this partnership (described below/ listed above) have all successfully organized citizens in their neighborhoods to fight against polluters and developers<sup>12-14</sup>, and are familiar with the environmental/ EJ issues in their parish, but they need more help. These CBOs are currently engaged in distinct but

interrelated grassroots-battles with some of the largest polluters and developers on the St. John section of the Mississippi River - as well as with the LA Department of Environmental Quality (LDEQ) - on a number of fronts. A brief description of each partner CBO is included below, followed by a summary of the role of each partner (including our non-CBO partners).

**The Descendants Project (TDP), Wallace, LA.** Led by dynamic community activists whose ancestors lived on this same land for over a hundred years, TDP is involved in a year-long legal battle with a multinational company, Greenfield Holdings, LLC, which is seeking to develop structures up to 300-feet-tall in a grain elevator complex within 200' of a neighborhood. Grain elevators can be extremely detrimental to the health of nearby residents, and this new plant (along with >10 others w/in two miles up or downriver) would exacerbate pollution in an area that is already subject to unhealthy air from a nearby chemical plant (Formosa Plastics) that often leaves a sheen of toxic dust across the surrounding area. Air quality data would arm this effective civic organization with an additional tool to use in their efforts.

**Concerned Citizens of St. John.** The organization was formed in 2016 by Convent, LA resident Robert Taylor. He and his neighbors had had enough - one day the toxic haze in his yard was so bad, and his wife so sick, that he called 911. The responding fire (captain) asked, rhetorically, 'How do you live here?' Despite repeated measurements that showed levels of Chloroprene that were up to 700-times greater than EPA's safe-threshold, the polluter (Dupont Denka), local elected officials, and the LDEQ refused to act. In fact, they have been belligerent. In 2017 the state's DEQ Secretary Chuck Carr Brown attended school board and town council meetings in Convent, and at both of these meetings Secretary Brown stood up, pointed to Mr. Taylor and, in front of a public audience, called him a "liar" and a "troublemaker" for speaking out against the pollution and health issues impacting his community<sup>15</sup>. Since then, Mr. Taylor and his team of 15 volunteers have been accessing publicly-available air quality data and pushing for change.

**Table 3.** Summary of partners, and their roles

Partner	Project Activities Involvement	Value-Adding Contribution	Role
DSCEJ	<ul style="list-style-type: none"> <li>- Project Manager based at DSCEJ for day-to-day ops.</li> <li>- Planning/ overseeing implementation process, needs assessment</li> <li>- Stakeholder relationships</li> <li>- Project reporting to EPA</li> <li>- power/relationship-mapping</li> </ul>	<ul style="list-style-type: none"> <li>- Existing relationships with partner CBOs and scores of others</li> <li>- Expertise in execution of EJ campaigns,</li> <li>- Historical knowledge of public health issues faced by residents</li> <li>- Relationships with local political bodies</li> <li>- Knowledge of LDEQ regs &amp; policies</li> </ul>	<ul style="list-style-type: none"> <li>- Facilitate leadership team</li> <li>- Logistical assistance with training &amp; placement of monitors</li> <li>- Identification of target-pollutants</li> <li>- Liaison with vendors/ contractors</li> <li>- Resource linkages</li> <li>- Technical support for organizing activities/ actions</li> </ul>
The Descendants Project	<ul style="list-style-type: none"> <li>- Citizen recruitment</li> <li>- Planning &amp; assisting in trainings/ education efforts</li> <li>- Monitoring activities</li> <li>- Interpretation of data</li> <li>- Preparation of materials</li> <li>- Dissemination of data-</li> <li>-Preparation/implementation of comms. strategies</li> </ul>	<ul style="list-style-type: none"> <li>- Experience organizing residents in St. John to fight polluters</li> <li>- Deep historical knowledge of the area, esp. regarding racial injustice</li> <li>- Successful media engagement</li> <li>- Founded by communications expert</li> <li>- Able to articulate an alternate future for the region - one that does not depend on petrochemical and plastics industries</li> </ul>	<ul style="list-style-type: none"> <li>- Air qlty. monitoring activities</li> <li>- Mobilization of local volunteers</li> <li>- Serve on leadership team</li> <li>- Advocate on behalf of Wallace and more broadly, St. John the Baptist Parish</li> <li>- Oversee actions in St. John</li> </ul>
Concerned Citizens of St. John	<ul style="list-style-type: none"> <li>- Movement-building - uniting residents to combat petrochem. industry's divide/conquer tactics</li> <li>- Contributing to greater inclusion/ equity among the broader environ. movement</li> </ul>	<ul style="list-style-type: none"> <li>- Experience w/ air quality monitoring</li> <li>- Credibility among local stakeholders</li> <li>- Intimate knowledge of Chloroprene emissions/ issues in St. John</li> <li>- Deep knowledge of political context (LDEQ, Regional EPA, local elected offs.)</li> </ul>	<ul style="list-style-type: none"> <li>- Monitor air quality near Dupont</li> <li>- Organize citizens in their area</li> <li>- Serve on leadership team</li> <li>- Advocate for new standards for Chloroprene</li> </ul>
Consultant Partners (see also "partner	<b>Elica Moss, PhD of environmental toxicology/ microbial ecology (Alabama A&amp;M University).</b> Will provide expert counsel to the team, helping residents articulate and understand the health effects of identified chemicals. Will liaise with LA DOH and LDEQ as appropriate. <b>David Padgett, PhD, GIS specialist (Tennessee</b>		

letters")	<b>State Univ.).</b> Will guide community leaders in geospatial mapping as necessary, and provide technical support to DSCEJ and CBOs. <b>Morewell Gasseller, PhD, environmental monitoring expert (Xavier Univ. of LA).</b> Will provide tech.support in the development of the citizen science approach to air monitor deployment and air quality data collection.
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**2.B. Community Engagement.** In implementing this project, Deep South will follow the same community-centric model that we have employed (and improved upon) for more than 30 years. The following four phases describe our intentend approach, and the mechanisms we will use to ensure meaningful and productive community-engagement for the duration of the project.

**Phase 1 - Relationship & coalition building, fact-finding, and planning (1-3 months).** We propose to hold a series (2-4) of meetings in St. John, hosted by the respective CBOs from the parts of St. John which they represent. These jointly facilitated (Deep South w/ CBO leaders) meetings will be held in a 'town hall' format and designed to elicit feedback about health issues, perceived air quality and other relevant concerns. One or two meetings will likely be devoted to community education, so that residents can take a deep dive into the history, range of environmental issues and their health impact, avenues for action, potential solutions, and how to engage in dialogue with elected officials concerning findings and/or create communications strategies with calls to action. Because our partner CBOs have extensive experience in engaging successfully on these issues, the need for this kind of education - as opposed to training on how to conduct the air monitoring - will be assessed during the initial town halls. With the input from these community events, the team will finalize the list of pollutants to target, and will jointly complete a *needs and asset assessment*. As part of this process (for the needs assessment) we will complete a 'logic model of the problem' so that (1) all stakeholders understand the relationship between air quality/ air pollutants and health, and (2) the information included in this logic model reflects reality (i.e., people in the community know best). Also of importance: these CBO partners have a broad network of supporters, affiliations, and relationships in the community, including faith-based organizations, elected boards, and local and state officials (assets). Part of this process may involve qualitative surveys and/ or focus groups and/ or individual interviews (will be decided in Phase 1). *The primary deliverable for this phase will be a written document that specifies the needs and assets of the communities, which will incorporate community feedback and will inform the team's work.*

**Phase 2 - Operational planning & training (2-3 months).** Upon completion of Phase 1, the planning team will research potential equipment (air quality sensors), and equipment vendors (we have pre-vetted one vendor [quote attached] but the team will have the option to override and select a different vendor should they choose). This is a complex process that will need to account for the variety of technical solutions that exist, their costs, results of prior efforts, and geo-location considerations. In partnership with Deep South, and in consultation with experts (i.e. Drs. Gasseller, Moss and Padgett, and reps from the equipment vendor), the team will develop a strategy for placement, maintenance and monitoring (including data access) of the air quality monitors. Since the monitoring activities will be performed and directly managed by the CBOs it is essential that these stakeholders are engaged, committed, and prepared for these responsibilities. Part of this preparation will include technical training on the operation and maintenance of the air monitors. *Primary deliverables will include selection of equipment vendor/specific monitors/maintenance plan, and an operational plan (for Phase 3).*

**Phase 3 - Operations: monitoring, data collection, analysis (~18 months).** During this period, Deep South will act as a liaison between the CBOs and the equipment vendor, and; will provide support to the teams carrying out the monitoring activities by providing a structure for regular accessing/ reporting of the data, and encouragement. We will also liaise as necessary with state and federal stakeholders to address any issues that arise. Because data will be synthesized and analyzed on an ongoing basis - both to detect trends and because this is a learning opportunity for the CBO stakeholders - Deep South (and consultant partners) will train these individuals on data interpretation techniques/ best practices. This building of capacity will help our partners to leverage data to create change (Phase 4). *Primary*



*deliverables will include a bank of interpreted-data that can be used for future dissemination/ civic engagement efforts.*

**Phase 4 - Dissemination of findings, civic engagement (~ 18 months - overlaps w/Phase 3).** Data will be collected and compiled on a regular schedule (decided in Phase 2). DSCEJ will train CBOs to effectively present their findings (in writing and orally), tailored to multiple possible audiences (elected officials, public health officers, media outlets, residents, industry reps, etc.), and via multiple mechanisms (i.e. meetings with local or state officials & EPA admins.; presentations at public events/ rallies; press releases, etc.). Our aim is to support the CBOs in the priorities and communications targets (e.g., local electeds) that *they* select. An advantage of creating stronger connections between DSCEJ and local EJ groups is that we can amplify their needs and their existing priorities while leveraging *their* experiences and expertise to further Deep South's broader, synergistic, efforts - which include: (1) achieving a moratorium on new permits and licenses for dirty energy facilities that pollute these communities, (2) initiating/ supporting civil rights investigations along Cancer Alley, (3) advocating for economies focused on the efficient use of renewable energy, environmental remediation, and community restoration, and others. Findings from this project will therefore support these broader efforts as well. In addition, this project will elevate the voice of traditionally marginalized communities, resulting in greater equity within the environmental movement itself, and hopefully, in the decisions made about the distribution and use of public resources, land zoning, and more. *Primary deliverables: written reports and educational materials designed for both public outreach, and for use by regulatory/ policy-making audiences; documentation of civic actions implemented, including meetings with key stakeholders (elected officials, regulators, industry), and civic events, etc. that are informed by data collected/ analyzed through project.*

**2.C. Community-Based Organization Set-Aside.** DSCEJ has been recognized in Louisiana, and nationally<sup>16,17</sup>/ internationally, as a leader in the space of environmental justice. Over the past 30 years, from its headquarters in New Orleans, DSCEJ has directly assisted more than 25 local, grassroots EJ orgs. throughout Louisiana by building their capacity to organize effectively (additional info attached).

### **Section 3 – Environmental Justice and Underserved Communities**

The population of St. John is predominantly African American (69%), low-wealth and rural. For decades, residents there have been marginalized by local and state governments and by the industrial companies that dominate the landscape, suffering numerous adverse health and economic impacts as a result. Most of the communities upriver are historically African American, settled after slavery on land their ancestors purchased. Chemical companies began to settle alongside these communities, and because good paying jobs were not available to them (because of their skin color) upward economic mobility was not possible, and nor was relocation. The steady expansion of these plants quite literally left poor African American families behind and on the “fenceline” as white families were relocated to safer areas.<sup>29</sup> Today, residents face many of the same barriers. Their poverty limits their mobility, and they feel powerless against the multi-billion-dollar industry that has a stake in maintaining the status quo. Joy Banner, founder of The Descendants Project, observed: *“The connection between the plantations which enslaved my ancestors, and the petrochemical industries that now pollute the environment of their descendants is direct and overt. During the era of slavery, these plantations drove the demand for the fuel produced by these factories, and in many cases plantation land was sold to new petrochemical plants as Cancer Alley grew.”*

One of the recognized, but under-studied (partially due to industry lobbying efforts), underlying issues of concern in this region is the cumulative health impact of airborne pollutants/ toxins. Ironically, many of the biggest polluters along Cancer Alley are technically in-compliance with air quality standards, because the regulations do not account for the aggregate accumulation of air pollutants (of either the same types of, or different) within a certain region. As a result, this cumulative effect of toxins in a region such as Cancer Alley is much more serious than the constituent pollutants, measured only individually at the source (for regulatory purposes), would suggest<sup>18, 19</sup>. In Louisiana, neither public health metrics nor air

pollution measured in the community are considered in the regulatory/ enforcement process - an intractable problem that Deep South and our local partners have been fighting for decades<sup>2</sup>. There is currently no mechanism - facilitated by industries, or state or local governments/ agencies - to change this paradigm; our proposed project is a further attempt to shift this paradigm, in the hope of reducing the adverse and disproportionate impacts of pollution that these communities have experienced for decades.

The presence of COVID-19, which has disproportionately impacted BIPOC and low-wealth communities nation-wide<sup>20, 21</sup>, has exacerbated the already severe problem of air pollution in our target area. Our target communities (verified by the EJScreen tool) are known to be subjected to exceptionally high levels of PM2.5, and studies have found that long-term exposure to PM2.5 is associated with a 11-15% increase in the COVID-19 mortality rate<sup>22, 23</sup>. Preliminary research suggests that simply the presence of PM2.5 in a community may compound risks to those exposed to it - meaning even *short-term* exposure is a concern; scientists are exploring the relationship between the angiotensin-converting enzyme 2 (ACE2), a receptor that is involved in the entry of the virus into pulmonary cells and causes inflammation, and the coronavirus<sup>24</sup>. This enzyme is overexpressed in the case of inflammation caused by PM exposure, and scientists posit that the virus may bind to ACE2, increasing the probability of COVID-19 entering the cells<sup>25</sup>. We have seen many of our friends and neighbors contract serious cases of COVID-19; many did not survive. Prior to vaccine availability, St. John Parish earned the unenviable distinction of being the 'county' with the highest rate of covid deaths per capita in the United States<sup>26</sup>. By April 16, 2020, at least 47 individuals died from COVID-19, their disease exacerbated by high levels of PM2.5. Our people are getting sick and dying from COVID-19 and related illnesses at higher rates as a result of determinants over which they have no control. This is wrong, and must change.

While this project is not our first effort in this area, the additional resources and tools it affords will assist Deep South and our community-based partners in continuing this fight. The project will result in enhanced capacity among local leaders in these communities to monitor their air quality in a sustained way, and will give them the facts they need to more effectively work to change local and state policies, confront polluters, and ultimately make a difference in the health and well-being of our neighbors.

## **Section 4 – Environmental Results—Outcomes, Outputs, and Performance Measures**

**4. A. Expected Project Outputs and Outcomes.** Our project will involve both process-oriented outputs associated with community engagement and fulfillment of activities related to community mobilization and air quality monitoring, as well as outcomes related to behavioral change. While it is beyond the scope of our project to measure long-term outcomes, all of our work is aimed at improving the health of the people and communities where this project will be implemented. Our process-based results will be enhanced through DSCEJ's deep and long-term relationships with our partner communities/ local CBOs.

**4. B. Performance Measures and Plan.** Our team will use mixed-methods (qualitative/ quantitative) to assess activities associated with each phase of our proposed project (overseen by our staff-evaluator). As noted in Table 4, measures related to behavioral changes (i.e. knowledge, competencies, and continued civic engagement on environmental and/or public health issues) will be assessed most frequently using self-report methods (pre/ post surveys, self-reported via interviews), or by observation. Process-based outputs including those related to community engagement will be based on the number of, and attendance at, meetings/ events as well as the level of participation (observed by planners, and reported by CBO leaders). Certain outputs - primarily those related with the collection of data for the targeted pollutants can be measured/ monitored quantitatively using the online data portal provided via the equipment vendor (Clarity, or other). Finally, outcomes related to the utilization of the collected-data will be measured qualitatively by recording/ assessing what the communities do with the data (i.e. does the data inform policy recommendations/ dialogue with policy makers, dissemination, media engagement, etc.). A summary of the measures that we have linked to each phase/ major activity of our projects is provided via Table 4, along with further detail about our methods to collect this information.

**Table 4.** Phase-based outputs and outcomes

Outputs		Outcomes	
Description	Measures/ Methods	Description	Measures/ Methods
Phase 1. Relationship Building & Education			
3-4 Stakeholder meetings in each target community	- # meetings/ attendance - Qualitative feedback about meetings - Level of comm. engagement (observations, feedback)	Improvement in knowledge (among community members) about local environmental issues, specific pollutants & health impacts	Reported change in knowledge (pre/ post surveys) (specific instruments TBD)
Needs & asset assessment completed	Comprehensiveness/ detail of written doc. based on reviews of stakeholders	Participants demonstrate ability to identify problems/ contributing factors	Self-reported assessment (surveys, 1-1 interviews)
Power mapping completed		Participants demonstrate ability to identify CB power relationships	
Training curriculum developed		NA	NA
Phase 2. Planning & Training			
Target-pollutants identified	Number and type of pollutants, alignment with available equipment	Stakeholder knowledge about and awareness of these pollutants improve	Self-reported knowledge via interviews and surveys
Target sites identified	- Level of community engagement - Involvement of experts for siting - Validation via calibration & testing	Improved knowledge of their community in relation to air pollution	1:1 interviews; direct observation during discussions by DSCEJ staff; self-report
Equipment vendor selected (via bid)	Competencies of vendor; on-budget	CBO leaders are able to: assess potential vendors and evaluate monitoring equipment, and; calibrate/ install equip.	- Level of engagement in planning - Demonstration (hands-on) competencies
Monitors procured	Delivery time; quality; per-spec		
CBO leaders trained on equipment	Completion of trainings; # trained	Individuals demonstrate competencies to inspect monitors, report problems, and access data via vendor’s portal	Demonstration by individual; observation by trainer
Phase 3. Monitoring & Analysis			
Data is downloaded on ~monthly basis for all monitors	Activity logs (frequency/where/by whom)	CBO leaders demonstrate ability to access data via established mechanism	Review of logs, observation by Project Director/ 1-1 interviews
Data is synthesized and reviewed by leadership team on at least qtlly basis	- # of review sessions completed - Level of participation	CBO partners demonstrate ability to organize, synthesize & interpret data	Observations by experts & Project Director based on written/ oral presentation.
Leadership team creates data-based materials (charts, etc.) on at least semi-annual basis	- # of materials created - Coverage of all stakeholder groups - Quality of materials (feedback)	CBO leaders: improved competencies in data-driven communication and improved knowledge of issues	- Self-report - Review of materials by experts - Observations of project director
All monitors are physically inspected on at least a semi-annual basis	- # of inspections performed (log) - # of unique inspectors (shows buy-in)	Monitors continue to function according to specification	- Sustained availability of data (portal) - Visual inspection results

Toxicologist and GIS specialist provide relevant and value-adding insight on quarterly basis	- # of engagements with these experts - Leadership team feedback	Leadership team member-Knowledge about adverse impacts of specific pollutants/ level increases	Pre/ post surveys (self-report); observation; 1-on-1 interviews
<b>Phase 4. Dissemination &amp; Action</b>			
Data-informed reports/ materials are disseminated broadly in the community (print, online)	- # of materials disseminated - Reach (# of people disseminated to) - Breadth of community coverage	- Awareness of target pollutants/ connection to public health, among public increases - Concern among population increases - Commitment to action increases	- Change in knowledge (focus groups, 1:1 interviews, informal conversations) - Self-reported willingness to be active in project activities/ actions - Change in attendance at parish council meetings
Information contained in reports/ materials is broadly absorbed by public	- Public meeting attendance - Inquiries to CBO partners - Website metrics (# visits/subscriber)		
At least 3 public meetings are held and well-attended in both parishes	- # of public meetings (hosted by us) - Attendance (segmented by demog.)		
CBOs plan and carry out appropriate actions, as informed by data/ reports	- # and type of actions - Public attendance at events/ actions	- Engagement in CBO EJ-related activities increases among public - Policymakers, regulators, and elected officials are attentive to concerns	- Attendance at events/ activities- Responses from those in power/ commitments to change

**Table 5.** Summary of measures and methods

Measure-Category	Description of Measurement Method/ Metrics
Meeting attendance	Team will maintain logs of all meetings and events, incl. attendance, agenda/ minutes.
Level of community engagement	Attendance and retention tracked through attendance logs and meeting minutes recorded by DSCEJ. Participants will also be surveyed at the end of each meeting verbally and/ or via a written instrument.
Completeness/ quality of project-produced reports/ materials	All materials will be produced in consultation with our expert-consultants (public health, GIS, data scientists, air quality monitor vendor), and reviewed by the same vendors. If necessary, we will use the Delphi Method to reach consensus among our expert 'panel.'
Identification of pollutants	Will be informed by general concerns of area residents, known local pollutants, and expert counsel from SEET at LA Dept. of Health.
Change in knowledge	We will employ several instruments, including pre/post surveys for participants; possibly those used in Catalyst Miami's CLEAR program (Community Leadership on the Environment, Advocacy & Resilience) <sup>27</sup> .
Change in competencies	Based on assessment of qual.observer (e.g., Dr. Wright, equip vendor, data scientist, etc).
Air quality data	Will be accessed/downloaded and made publicly available via vendor portal or other website as necessary; we will look for trends, patterns, outliers, etc. Nearby LDEQ and industry monitors will be used for comparison, as will data from other monitoring projects, as appropriate.
Dissemination	# reports/ meetings/ newsletters/ media releases produced, tracking of policy-level meetings and earned media that results in accessibility of the information to local residents and policymakers.
Monitoring activities	We will track up-time of monitors, sensitivity/ specificity, etc. with help of equipment vendor(s).

#### 4.C. Timeline and Milestones

Milestone & Core Activities	Year 1				Year 2			
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
<b>PROJECT PHASE →</b>	<b>1</b>	<b>2</b>	<b>3-4</b>					
Hire Project Manager								
Preparation and dissemination of bidding information to potential equip. vendors								
Bids received and evaluated								
Develop 'curriculum' (w/ aid of consultant) for community engagement/ ed								
Equipment monitor selected								
Joint planning (focus: comm. engagement strategies) with CBO partners								
Community outreach meetings to inform, educate, and engage public in project								
Planning meetings, culminating in decisions about type & placement of sensors								
Review of bids, culminating in selection of equipment vendor/ exec. of contract								
Purchase & procurement air quality monitoring equipment								
Leadership team is trained in operation of monitors, and how to access data								
Leadership team trained in synthesis/ analysis of data (GIS consultant, toxicologist)								
Installation of air quality monitoring equipment								
Operations (~ 18 months) - continuous collection of air quality data, equip. maint.								
Preparation of community education materials (reports, press releases, flyers, etc.)								
Dissemination of reports, flyers, etc. to target communities								
Community meetings to present final/ interim results of project								
Joint planning with CBOs to decide actions (meetings, events, etc.) based on data								
Engagement in appropriate actions (informed by data): meetings, policy rec's, etc.								
Monthly leadership team meetings (incl. DSCEJ, CBO partners, consultants)								
Quarterly and annual reporting								

### Section 6 – Programmatic Capability and Past Performance

**6.A & B. Past Performance & Reporting Requirements.** Over the past three years, DSCEJ has successfully completed (some: ongoing) the projects listed in the table below. For all, DSCEJ submitted acceptable final technical reports (verification provided upon request). Reporting has been submitted on-time in all cases.

**Table 6.** Past performance and fulfillment of associated performance requirements (past 3 years)

Grants & Coop. Agreements (Amount)	Funder/ Agency (Year)	Summary of Project
HBCU & Communities Worker Health and Safety Training Prog. (\$4.2m)	NIEHS (2020-2025)	Provide training to hazardous materials- and waste-workers who may perform jobs covered by OSHA Hazardous Waste Operations and Emergency Response
COVID-19 Supplemental (\$418k)	NIEHS (2021-2022)	Provide COVID-19 training and awareness along the Gulf Coast Region
HBCU Climate Science Conference (\$99,000)	NSF (2019-2022)	Environmental Justice and Climate Change training and research for the next generation of climate change leaders

**6.C. Staff Expertise/ Organizational Experience.** DSCEJ has a 30-year history of working collaboratively with, and building the capacity of, community and neighborhood-based organizations to fight environmental injustice. The DSCEJ was the first organization to “map” environmental racism in the Mississippi River Chemical Corridor in Louisiana, using GIS to show the correlation between race and

pollution and the statistical significance of toxic industrial facilities to operate near predominantly African American communities. In addition DSCEJ was a lead stakeholder in developing The Model Plan for Public Participation, which continues to be used by the EPA and other federal and state agencies to ensure meaningful and effective participation by vulnerable communities. Perhaps our most transcendent accomplishment - which has been instrumental in many of our environmental victories won in partnership with marginalized communities - occurred in 2010. DSCEJ Executive Director, Dr. Wright, led a task force that designed an “environmental justice ordinance,” which was enacted by Mayor Landrieu shortly thereafter and has been used as the legal basis in nearly all of our campaigns within New Orleans. The purpose of this ordinance was to ensure environmental protection for the residents of New Orleans, particularly those in vulnerable communities that historically bear the brunt of industrial siting/ landfills.

A representative sample of our grassroots efforts include: Organizing residents of Norco, LA to implement a citizen-air quality monitoring project (the “Bucket Brigade”) to fight misinformation by Shell Oil, eventually leading to company-funded relocation of community away from Shell’s toxic facility (1999); Protecting New Orleans East neighborhoods by blocking a proposed waste-to-energy incineration facility (2005); successfully advancing our proposal to require the transition from coal, oil, and natural gas to renewable solar and wind energy in the electricity supplied by New Orleans’ utility provider - this standard requires the utility provider to supply 100% of electricity from solar, wind, and non-carbon energy by the year 2050, and; many more<sup>2</sup>.

The **project will be directed** by Deep South’s founder and **Executive Director Dr. Beverly Wright**, who has been involved in every major DSCEJ project since 1992. Recognizing her body of work over three decades, Dr. Wright was appointed to serve on the White House Environmental Justice Advisory Council in March 2021. Dr. Wright earned a PhD in Sociology in 1977 from State University of New York at Buffalo and was the 2009 recipient of the prestigious Heinz Award for Special Focus on the Environment. The **Project Manager** (to be hired) will be responsible for day-to-day operations. **DSCEJ Evaluator Della Wright** will oversee evaluation activities. In addition to DSCEJ staff, we will be contracting with **three consultants** with competencies in environmental justice curriculum development, community asset mapping, environmental monitoring, toxicology/ public health, data science, + (see budget/ CVs attached). Other key personnel include the leaders of our partner CBOS: (1) The Descendants Project’s **Dr. Joy Banner and Jo Banner** (siblings), who have been leading a fight against a new grain elevator in their community for over a year<sup>28</sup>; (2) **Robert Taylor** of Concerned Citizens of St. John.

## **Section 7 – Budget**

**7.A. Budget Detail.** We propose to complete this project in two years. We believe this is a reasonable timeline given the: breadth of expertise of our team, and in particular, recent track record of our partners.

**7.A.a. Personnel.** (1) Program Director, Dr. Beverly Wright. The PD will be responsible for general oversight of the project, and for maintaining relationships with external stakeholders, as needed, based on Dr. Wright’s existing connections/ network. (2) Program Manager, Mary Williams, a 20-year DSCEJ employee will manage day-to-day operations and will report to PD. The salary is in line with comparative positions within DSCEJ. (3) DSCEJ’s Administrative Assistant, Kim Boyd, will perform admin. duties and assist with reporting, paperwork, scheduling, logistics, etc. (50% in-kind). (4) Project evaluator, Della Wright is an existing employee of Deep South and will oversee the evaluation activities (in-kind).

Position	Name	Year 1				Year 2			
		Salary	Effort	Federal	In-Kind	Salary	Effort	Federal	In-Kind
(1) Program Director	Dr. Beverly Wright	189,000	20%	0	37,800	194,670	20%	0	38,934
(2) Program Manager	Mary Williams	72,000	100%	72,000	0	74,160	100%	74,160	0
(3) Administrative Assistant	Kim Boyd	50,000	20%	5,000	5,000	51,500	20%	5,150	5150
(4) Evaluator	Della Wright	80,000	20%	0	16,000	82,400	20%	0	16,480
<b>Totals</b>		--	--	<b>77,000</b>	<b>58,800</b>	--	--	<b>79,310</b>	<b>60,564</b>

**7.A.b. Fringe Benefits.** The total award subject to **Federal** fringe (A. Personnel) over 2 years is: \$156,310. Deep South's fringe rate (26%) is inclusive of FICA/Medicare, state unemployment tax, health insurance, etc. **Fed Fringe=\$40,641.**

**7.A.c. Supplies.** (1) Air quality monitors. This is a placeholder amount, as there is a wide range of

Item	Y1	Y2
(1) Air quality monitors	37,500	37,500
(2) Laptop computers	4,000	0
<b>Federal Request</b>	<b>41,500</b>	<b>37,500</b>

technology available, and the tech selected by our partnership will depend on our strategies/ goals/ expert counsel. This amount is based on preliminary pricing info from Clarity, Inc. (sample quote attached) which includes a 2-year service/

data agreement. Prior to purchase, bids will be issued and evaluated. (2) Laptop/ desktop computers. We plan to purchase 4 units @ \$1,000 each.

**7.A.c. Contract.** (1) Dr. Padgett has worked with DSCEJ on past mapping projects to better understand the relationship between pollution and demographic attributes including race and poverty. His skillset will be

Name	Service	Y1	Y2
(1) Dr. David Padgett	Technical consultant - GIS, asset mapping, air sensor training	5,000	5,000
(2) Dr. Morewell Gasseller	Technical consultant - Curriculum, air monitoring training	5,000	5,000
(3) Dr. Elicia Moss	Technical consultant - Data Scientist/ toxicologist	5,000	5,000
<b>Federal Request</b>		<b>15,000</b>	<b>15,000</b>

an asset in both training our leadership team and analyzing data (Details in partner letter).

(2) Dr. Morewell Gasseller will train the team in data analysis; setup templates and protocols for efficiently analyzing data on an ongoing basis; & help to interpret datasets. (3) Dr. Elica Moss will assist w/ analytics.

**7.A.h. Other.** (1) Printing & design services. Communication materials (including website content) will be developed for dissemination to the community. These may include posters, flyers, postcards, letters, case studies, etc. (2) Postage. We have budgeted for two mailings per year (at pre-sorted/ nonprofit price

Item	Y1	Y2
(1) Printing & design services	7,000	7,000
(2) Postage	7,480	7,480
(3) Subaward - Descendants Project	41,000	41,000
(4) Subaward - Concerned Citizens of St. John	41,000	41,000
<b>Federal Request</b>	<b>\$96,480</b>	<b>\$96,480</b>

es) to all households (~11,000) in the target area: 4 mailings/ year \* 11,000 households \* .17/ pc. (3-5) Subawards to CBOs. These organizations will provide critical grassroots organizing and air quality monitoring in the target communities. These subawards will cover labor, material (food for meetings, etc.) and other costs (e.g., meeting

space rental) associated with core community-based activities needed for this project to be successful. Further details are included in the attached partner letters.

**7.C. Expenditure of Awarded Funds.** Over the past 5 years, DSCEJ has received and administered more than \$5 million in federal grants (see Table 6). DSCEJ will be responsible for the overall administration and fiscal management of the project and will monitor performance of other partner members. The DSCEJ fiscal office will ensure that the program funds are expended in accordance with the terms of the RFP and EPA regulations/ criteria. DSCEJ has an established grants management and fiscal control structure that conforms with generally accepted accounting procedures and applicable Office of Management and Budget regulations. All financial transactions are reviewed and approved by both programmatic and financial staff. A-133 audits are performed annually by auditors on all transactions. Audit reports are provided to all funders documenting DSCEJ's compliance.

**8. Letters of support.** While not required, we have included letters of "support" from the following organizations: (1) HBCU-CBO Gulf Coast Equity Consortium, and (2) Achieving Community Tasks Successfully (ACTS).

# **Quality Assurance Statement**



## **Section 5 – Quality Assurance Statement**

**Overview.** Deep South has a long and successful track-record of implementing grant-funded projects, we have numerous mechanisms and systems in place to ensure the quality of every aspect of our work - from fiscal management functions through data acquisition and storage.

**1. Programmatic quality assurance.** Deep South embeds quality assurance activities into its evaluation model, using an iterative process to ensure continuous improvement. Because the nature of our work and approach is community-engaged and participatory, programmatic quality assurance is also participatory in nature. During Phase 1 of this project, community partners will review the proposed performance measures and targeted outputs and co-create a final evaluation plan with quality assurance targets and a review structure, ideally one that includes a quality assurance committee. Traditionally, this is a key step in the early stages of new initiatives.

Because we practice utilization-focused evaluation, frequent review of progress towards QA indicators is critical to allow for the integration of findings into our activities or for any course corrections that may be necessary. Typically, the evaluator conducts those reviews on a quarterly basis with a QA committee that may include partner CBOs, community members, Deep South staff, and other stakeholders. Quarterly reviews serve two purposes: data review, as committee members have a chance to review QA reports that summarize progress towards deliverables; and data collection, as the committee's discussions about the progress of the work, contextual factors at play, and the quality of the collaboration are important sources of qualitative data.

**2. Data quality assurance.** We have had extensive conversations with one provider of air quality monitors (Clarity - sample quote attached). Clarity is one potential service/ equipment vendor; we requested this quote as a benchmark and will solicit others once we receive notice of award for this project. Regardless of whether we elect to partner with Clarity or another vendor, we will seek the type of service which Clarity provides, to ensure quality collection and maintenance of air quality monitoring data. We intend to choose a vendor which - similar to Clarity - provides a turnkey solution for air quality monitors. Their motto is "sensing as a service" because along with the hardware, their clients also receive a subscription to access data, which is continuously collected and uploaded (via cell network) to a central location (cloud-based). To provide high assurance that data is reliably collected and transmitted at prescribed intervals, all monitors are solar-powered. Similarly, monitors can be remotely tested to ensure they are collecting and transmitting properly, and report 'back to base' when a problem is encountered which may require human intervention (i.e. monitor falls or is impeded or otherwise damaged in some way).

**2.1. Calibration.** Our selected vendor (Clarity or other) will be expected to have in place protocols for calibrating monitors - based on the chemicals being monitored, and presence of similar monitors in nearby locations, or similar monitors in other locations which may be tracking the same chemicals. Calibration will also involve characterization/review of proposed sensor locations, and agreement on key metrics required for QC. Calibration methods will depend on a number of factors including the availability of collocations, the types of monitors selected, and the pollutants to be monitored. While our team does not include

experts on this technology, we will insist on this expertise at whatever vendor we select. The quality of data will be judged in numerous contexts - the presence of potential chemical sources, weather during the data-collection period, consistency with other monitors in the network, trends, etc. In addition to our expert-partners at the air quality monitor vendor, our paid consultants (see narrative/ letters) will assist in assessing the quality and applicability of collected-data.

**2.2. Implementation.** The project team will work jointly with the sensor/ service vendor to implement the QA plan, including setting up collocations with regulatory FEM/FRM monitors. The vendor will be expected to develop project or region-specific calibration models to adjust the data to a reference monitor, which will be applied to the data in real time.

**2.3. Assessment.** Assessment of sensor network metrics and calibration performance will be accomplished in partnership between DSCEJ and the vendor, using agreed upon metrics. The Clarity Dashboard, for instance, provides information about ongoing calibration and sensor performance and continuous support is available from the project management team.

**2.4. Quality Control (QC) Activities.** The project team will work to jointly define QC activities to ensure adequate data quality, including developing logic for QA/QC flags which can be used to filter out invalid data, leveraging protocols/ experience provided by vendor. As necessary, DSCEJ will work with the vendor to define additional QA/QC procedures to further ensure data are of adequate quality to support project goals. Many of these planned additions, including refining device status and the addition of automatic QA/QC flags, will be completed during the project timeline.

**2.5. Quality assurance manager.** Della Wright, MPH is Deep South's Assistant Director and Evaluator of the Navigate NOLA division of the organization. Della oversees the development and execution of data collection and evaluation protocols for Navigate NOLA's programming as well as managing evaluation of the Gulf Equity Consortium. Her background is in community-based public health program development, implementation, and research and evaluation. Her primary areas of experience and interest include environmental justice, and community-based participatory research. She received a B.A. from McGill University and an MPH in Global Community Health Sciences - Maternal and Child Health from Tulane School of Public Health and Tropical Medicine. Della will be responsible for overseeing DSCEJ's QA/ QC efforts, as part of her responsibility as the organization's evaluator. Della will work directly with counterparts at the vendor(s) throughout the performance period.

**2.6. Development of a more detailed QA/ QC plan** will be developed upon request by the EPA, and once the target pollutants and monitoring sites are selected.

# **Proof of Nonprofit Status**

INTERNAL REVENUE SERVICE  
P. O. BOX 2508  
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: MAY 19 2005

DEEP SOUTH CENTER FOR ENVIRONMENTAL  
JUSTICE INC  
C/O BEVERLY WRIGHT  
2301 GENTILLY BLVD  
NEW ORLEANS, LA 70122

Employer Identification Number:

56-2466977

DLN:

17053229026004

Contact Person:

ANDREA SPECK

ID# 95044

Contact Telephone Number:

(877) 829-5500

Accounting Period Ending:

December 31

Public Charity Status:

170(b)(1)(A)(vi)

Form 990 Required:

Yes

Effective Date of Exemption:

June 25, 2004

Contribution Deductibility:

Yes

Advance Ruling Ending Date:

December 31, 2008

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. During your advance ruling period, you will be treated as a public charity. Your advance ruling period begins with the effective date of your exemption and ends with advance ruling ending date shown in the heading of the letter.

Shortly before the end of your advance ruling period, we will send you Form 8734, Support Schedule for Advance Ruling Period. You will have 90 days after the end of your advance ruling period to return the completed form. We will then notify you, in writing, about your public charity status.

Please see enclosed Information for Exempt Organizations Under Section 501(c)(3) for some helpful information about your responsibilities as an exempt organization.

If you distribute funds to other organizations, your records must show whether they are exempt under section 501(c)(3). In cases where the recipient organization is not exempt under section 501(c)(3), you must have evidence the

Letter 1045 (DO/CG)

DEEP SOUTH CENTER FOR ENVIRONMENTAL

funds will be used for section 501(c)(3) purposes.

If you distribute funds to individuals, you should keep case histories showing the recipient's name and address; the purpose of the award; the manner of selection; and the relationship of the recipient to any of your officers, directors, trustees, members, or major contributors.

Sincerely,



Lois G. Lerner  
Director, Exempt Organizations  
Rulings and Agreements

Enclosures: Information for Organizations Exempt Under Section 501(c)(3)

DEEP SOUTH CENTER FOR ENVIRONMENTAL

INFORMATION FOR ORGANIZATIONS EXEMPT UNDER SECTION 501(c)(3)

WHERE TO GET FORMS AND HELP

Forms and instructions may be obtained by calling toll free 1-800-829-3676, through the Internet Web Site at [www.irs.gov](http://www.irs.gov), and also at local tax assistance centers.

Additional information about any topic discussed below may be obtained through our customer service function by calling toll free 1-877-829-5500 between 8:30 a.m. - 5:30 p.m. Eastern time.

NOTIFY US ON THESE MATTERS

If you change your name, address, purposes, operations or sources of financial support, please inform our TE/GE Customer Account Services Office at the following address: Internal Revenue Service, P.O. Box 2508, Cincinnati, Ohio 45201. If you amend your organizational document or by-laws, or dissolve your organization, provide the Customer Account Services Office with a copy of the amended documents. Please use your employer identification number on all returns you file and in all correspondence with the Internal Revenue Service.

FILING REQUIREMENTS

In your exemption letter we indicated whether you must file Form 990, Return of Organization Exempt From Income Tax. Form 990 (or Form 990-EZ) is filed with the Ogden Submission Processing Center, Ogden UT 84201-0027.

You are required to file a Form 990 only if your gross receipts are normally more than \$25,000.

If your gross receipts are normally between \$25,000 and \$100,000, and your total assets are less than \$250,000, you may file Form 990-EZ. If your gross receipts are over \$100,000, or your total assets are over \$250,000, you must file the complete Form 990. The Form 990 instructions show how to compute your "normal" receipts.

Form 990 Schedule A is required for both Form 990 and Form 990-EZ.

If a return is required, it must be filed by the 15th day of the fifth month after the end of your annual accounting period. There are penalties for failing to timely file a complete return. For additional information on penalties, see Form 990 instructions or call our toll free number.

If your receipts are below \$25,000, and we send you a Form 990 Package, follow the instructions in the package on how to complete the limited return to advise us that you are not required to file.

If your exemption letter states that you are not required to file Form 990, you

## DEEP SOUTH CENTER FOR ENVIRONMENTAL

are exempt from these requirements.

### UNRELATED BUSINESS INCOME TAX RETURN

If you receive more than \$1,000 annually in gross receipts from a regular trade or business you may be subject to Unrelated Business Income Tax and required to file Form 990-T, Exempt Organization Business Income Tax Return. There are several exceptions to this tax.

1. Income you receive from the performance of your exempt activity is not unrelated business income.
2. Income from fundraisers conducted by volunteer workers, or where donated merchandise is sold, is not unrelated business income.
3. Income from routine investments such as certificates of deposit, savings accounts, or stock dividends is usually not unrelated business income.

There are special rules for income derived from real estate or other investments purchased with borrowed funds. This income is called "debt financed" income. For additional information regarding unrelated business income tax see Publication 598, Tax on Unrelated Business Income of Exempt Organizations, or call our toll free number shown above.

### PUBLIC INSPECTION OF APPLICATION AND INFORMATION RETURN

You are required to make your annual information return, Form 990 or Form 990-EZ, available for public inspection for three years after the later of the due date of the return, or the date the return is filed. You are also required to make available for public inspection your exemption application, any supporting documents, and your exemption letter. Copies of these documents are also required to be provided to any individual upon written or in person request without charge other than reasonable fees for copying and postage. You may fulfill this requirement by placing these documents on the Internet. Penalties may be imposed for failure to comply with these requirements. Additional information is available in Publication 557, Tax-Exempt Status for Your Organization, or you may call our toll free number shown above.

### FUNDRAISING

Contributions to you are deductible only to the extent that they are gifts and no consideration is received in return. Depending on the circumstances, ticket purchases and similar payments in conjunction with fundraising events may not qualify as fully deductible contributions.

### CONTRIBUTIONS OF \$250 OR MORE

Donors must have written substantiation from the charity for any charitable contribution of \$250 or more. Although it is the donor's responsibility to obtain written substantiation from the charity, you can assist donors by

## DEEP SOUTH CENTER FOR ENVIRONMENTAL

providing a written statement listing any cash contribution or describing any donated property.

This written statement must be provided at the time of the contribution. There is no prescribed format for the written statement. Letters, postcards and electronic (e-mail) or computer-generated forms are acceptable.

The donor is responsible for the valuation of donated property. However, your written statement must provide a sufficient description to support the donor's contribution. For additional information regarding donor substantiation, see Publication 1771, Charitable Contributions - Substantiation and Disclosure Requirements. For information about the valuation of donated property, see Publication 561, Determining the Value of Donated Property.

### CONTRIBUTIONS OF MORE THAN \$75 AND CHARITY PROVIDES GOODS OR SERVICES

You must provide a written disclosure statement to donors who receive goods or services from you in exchange for contributions in excess of \$75.

Contribution deductions are allowable to donors only to the extent their contributions exceed the value of the goods or services received in exchange. Ticket purchases and similar payments in conjunction with fundraising events may not necessarily qualify as fully deductible contributions, depending on the circumstances. If your organization conducts fundraising events such as benefit dinners, shows, membership drives, etc., where something of value is received, you are required to provide a written statement informing donors of the fair market value of the specific items or services you provided in exchange for contributions of more than \$75.

You should provide the written disclosure statement in advance of any event, determine the fair market value of any benefit received, determine the amount of the contribution that is deductible, and state this information in your fundraising materials such as solicitations, tickets, and receipts. The amount of the contribution that is deductible is limited to the excess of any money (and the value of any property other than money) contributed by the donor less the value of goods or services provided by the charity. Your disclosure statement should be made, no later than, at the time payment is received. Subject to certain exceptions, your disclosure responsibility applies to any fundraising circumstances where each complete payment, including the contribution portion, exceeds \$75. For additional information, see Publication 1771 and Publication 526, Charitable Contributions.

### EXCESS BENEFIT TRANSACTIONS

Excess benefit transactions are governed by section 4958 of the Code. Excess benefit transactions involve situations where a section 501(c)(3) organization provides an unreasonable benefit to a person who is in a position to exercise substantial influence over the organization's affairs. If you believe there may be an excess benefit transaction involving your organization, you should report the transaction on Form 990 or 990-EZ. Additional information can be



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found in the instructions for Form 990 and Form 990-EZ, or you may call our toll free number to obtain additional information on how to correct and report this transaction.

EMPLOYMENT TAXES

If you have employees, you are subject to income tax withholding and the social security taxes imposed under the Federal Insurance Contribution Act (FICA). You are required to withhold Federal income tax from your employee's wages and you are required to pay FICA on each employee who is paid more than \$100 in wages during a calendar year. To know how much income tax to withhold, you should have a Form W-4, Employee's Withholding Allowance Certificate, on file for each employee. Organizations described in section 501(c)(3) of the Code are not required to pay Federal Unemployment Tax (FUTA).

Employment taxes are reported on Form 941, Employer's Quarterly Federal Tax Return. The requirements for withholding, depositing, reporting and paying employment taxes are explained in Circular E, Employer's Tax Guide, (Publication 15), and Employer's Supplemental Tax Guide, (Publication 15-A). These publications explain your tax responsibilities as an employer.

CHURCHES

Churches may employ both ministers and church workers. Employees of churches or church-controlled organizations are subject to income tax withholding, but may be exempt from FICA taxes. Churches are not required to pay FUTA tax. In addition, although ministers are generally common law employees, they are not treated as employees for employment tax purposes. These special employment tax rules for members of the clergy and religious workers are explained in Publication 517, Social Security and Other Information for Members of the Clergy and Religious Workers. Churches should also consult Publications 15 and 15-A. Publication 1828, Tax Guide for Churches and Religious Organizations, also discusses the various benefits and responsibilities of these organizations under Federal tax law.

PUBLIC CHARITY STATUS

Every organization that qualifies for tax-exemption as an organization described in section 501(c)(3) is a private foundation unless it falls into one of the categories specifically excluded from the definition of that term [referred to in section 509(a)(1), (2), (3), or (4)]. In effect, the definition divides these organizations into two classes, namely private foundations and public charities.

Public charities are generally those that either have broad public support or actively function in a supporting relationship to those organizations.

Public charities enjoy several advantages over private foundations. There are certain excise taxes that apply to private foundations but not to public charities. A private foundation must also annually file Form 990-PF, Return of Private Foundation, even if it had no revenue or expenses.

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DEEP SOUTH CENTER FOR ENVIRONMENTAL

The Code section under which you are classified as a public charity is shown in the heading of your exemption letter. This determination is based on the information you provided and the request you made on your Form 1023 application. Please refer to Publication 557 for additional information about public charity status.

GRANTS TO INDIVIDUALS

The following information is provided for organizations that make grants to individuals. If you begin an individual grant program that was not described in your exemption application, please inform us about the program.

Funds you distribute to an individual as a grant must be made on a true charitable basis in furtherance of the purposes for which you are organized. Therefore, you should keep adequate records and case histories that demonstrate that grants to individuals serve your charitable purposes. For example, you should be in a position to substantiate the basis for grants awarded to individuals to relieve poverty or under a scholarship or education loan program. Case histories regarding grants to individuals should show names, addresses, purposes of grants, manner of selection, and relationship (if any) to members, officers, trustees, or donors of funds to you.

For more information on the exclusion of scholarships from income by an individual recipient, see Publication 520, Scholarships and Fellowships.

Form **872-C**

(Rev. September 1998)

Department of the Treasury  
Internal Revenue Service**Consent Fixing Period of Limitation Upon  
Assessment of Tax Under Section 4940 of the  
Internal Revenue Code**

(See instructions on reverse side.)

OMB No. 1545-0056

To be used with  
Form 1023. Submit  
in duplicate.

Under section 6501(c)(4) of the Internal Revenue Code, and as part of a request filed with Form 1023 that the organization named below be treated as a publicly supported organization under section 170(b)(1)(A)(vi) or section 509(a)(2) during an advance ruling period,

Deep South Center for Environmental Justice, Inc.

(Exact legal name of organization as shown in organizing document)

2301 Gentilly Blvd., New Orleans, LA 70122

(Number, street, city or town, state, and ZIP code)

and the  
District Director of  
Internal Revenue, or  
Assistant  
Commissioner  
(Employee Plans and  
Exempt Organizations)

consent and agree that the period for assessing tax (imposed under section 4940 of the Code) for any of the 5 tax years in the advance ruling period will extend 8 years, 4 months, and 15 days beyond the end of the first tax year.

However, if a notice of deficiency in tax for any of these years is sent to the organization before the period expires, the time for making an assessment will be further extended by the number of days the assessment is prohibited, plus 60 days.

Ending date of first tax year December 31, 2004  
(Month, day, and year)

RECEIVED  
IRS  
MAR 23 2005  
TE/GE  
SEATTLE, WA

Name of organization (as shown in organizing document)	Date
Deep South Center for Environmental Justice, Inc.	3/17/05
Officer or trustee having authority to sign	Type or print name and title
Signature <i>Beverly Wright</i>	Beverly Wright Executive Director
<b>For IRS use only</b>	
District Director or Assistant Commissioner (Employee Plans and Exempt Organizations)	Date
<i>Steven P. Miller</i>	<i>3/19/05</i>
By <i>[Signature]</i>	<i>Julie Calvin</i> Group Manager

For Paperwork Reduction Act Notice, see page 7 of the Form 1023 Instructions.

Cat. No. 16905Q

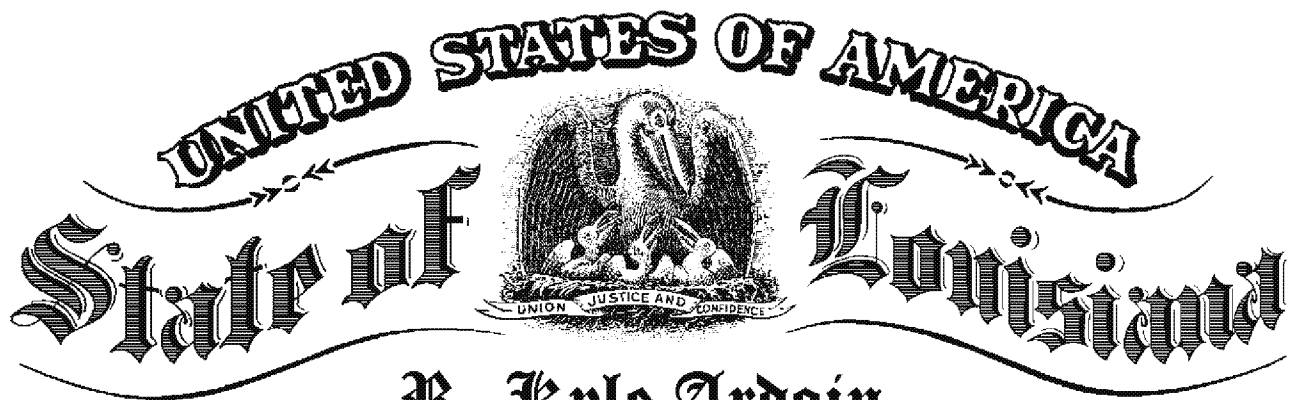
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**Community-based  
Organization Documentation**

Articles of Incorporation

By Laws

Certificate of Good Standing



**R. Kyle Ardoin**  
SECRETARY OF STATE

*As Secretary of State of the State of Louisiana, I do hereby Certify that*  
the attached document(s) of

**DEEP SOUTH CENTER FOR ENVIRONMENTAL JUSTICE, INC.**

are true and correct and are filed in the Louisiana Secretary of State's Office.

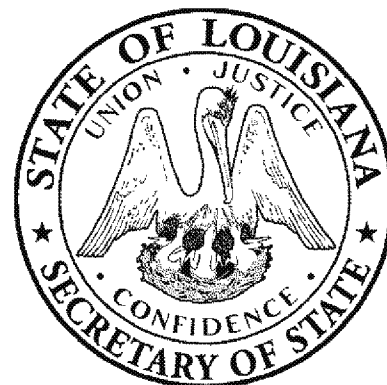
35733589N	ORIGF	6/25/2004	5 page(s)
36605177	NMCHG	12/6/2007	3 page(s)
42575588	12236	3/3/2017	1 page(s)
42784343	CHOFF	8/28/2017	1 page(s)
43616638	NMCHG	9/24/2019	1 page(s)
43493701	19 AR	6/6/2019	2 page(s)

In testimony whereof, I have hereunto set my  
hand and caused the Seal of my Office to be  
affixed at the City of Baton Rouge on,

April 6, 2020

*Secretary of State*

WEB 35733589N



Certificate ID: 11187259#N83

To validate this certificate, visit the following  
web site, go to **Business Services**, **Search**  
**for Louisiana Business Filings**, **Validate a**  
**Certificate**, then follow the instructions  
displayed.

[www.sos.la.gov](http://www.sos.la.gov)

# **ARTICLES OF INCORPORATION OF**

## **Deep South Center for Environmental Justice**

**STATE OF LOUISIANA**

**PARISH OF ORLEANS**

The undersigned, acting as incorporator of a corporation under the Not for Profit Corporation Act of the State of Louisiana, adopts the following articles of incorporation for such corporation:

### **ARTICLE I NAME**

The name of the corporation, hereinafter referred to as the "Corporation" is Deep South Center for Environmental Justice.

### **ARTICLE II PURPOSE**

This corporation is organized exclusively for charitable, educational, and scientific purposes, within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as now enacted or hereafter amended. All funds, whether income or principal, and whether acquired by gift or contribution or otherwise, shall be devoted to said purposes.

### **ARTICLE III LIMITATIONS**

At all times the following shall operate as conditions restricting the operations and activities of the corporation:

1. No part of the net earnings of the corporation shall inure to any member of the corporation not qualifying as exempt under Section 501(c)(3) of the Internal Revenue Code of 1986, as enacted or hereafter amended, nor to any Director or officer of the corporation, nor to any private persons, excepting solely such reasonable compensation that the corporation shall pay for services actually rendered to the corporation, or allowed by the corporation as a reasonable allowance for authorized expenditures incurred on behalf of the corporation.

2. Notwithstanding any other provision of these articles, the corporation shall not carry on any activities not permitted to be carried on by a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986, as now enacted or hereafter amended.

#### **ARTICLE IV DURATION**

The period of duration of the Corporation is perpetual.

#### **ARTICLE V DIRECTORS/MEMBERS**

The corporation may (but need not) have voting members, and such membership, if any, and classes thereof, shall be as defined in the corporation's by-laws. The management and affairs of the corporation shall be at all times under the direction of a Board of Directors, whose operations in governing the corporation shall be defined by statute and by the corporation's by-laws. No member or Director shall have any right, title, or interest in or to any property of the corporation.

The initial Board of Directors shall consist of at least 5 members, who need not be residents of the state of Louisiana.

<u>NAME</u>	<u>ADDRESS</u>
Robert Bullard, Ph.D.	817 Vinings Parkway Smyrna, GA 30080
Sheila Burns, MURP	6350 Eastover Drive New Orleans, LA 70126
Matthew Causey, Ph.D.	7131 Lake Willow Drive New Orleans, LA 70126
Lucien Charlot, MBA	5704 Baccich Street New Orleans, LA 70122
Deeohn Ferris, Esq.	4005 21 <sup>st</sup> N.E. Washington, DC 20018
Monique Harden, Esq.	2233 Dublin Street New Orleans, La 70118
Glenn Johnson, Ph.D.	7401 Marina Cove Stone Mountain, GA 30087

Margaret Montgomery-Richard, Ph.D.

4402 St. Roch Avenue  
New Orleans, LA 70122

Dorothy Reese, MSW

4600 Owens Boulevard  
New Orleans, LA 70122

#### **ARTICLE VI REGISTERED OFFICE**

The corporation's registered office is located at: 1050 So. Jefferson Davis Parkway  
New Orleans, Louisiana 70125

The corporation's registered agent is: Beverly Wright  
8131 Aberdeen Rd.  
New Orleans, Louisiana 70126

#### **ARTICLE VII DEBT OBLIGATIONS AND PERSONAL LIABILITY**

No member, officer or Director of the corporation shall be personally liable for the debts or obligations of this corporation of any nature whatsoever, nor shall any of the property of the members, officers or Directors be subject to the payment of the debts or obligations of the corporation.

#### **ARTICLE VIII DISSOLUTION**

Upon the dissolution of the Corporation, the assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not so disposed of shall be disposed of by a Court of Competent Jurisdiction of the parish in which the principal office of the corporation is then located, exclusively for such purposes or to such organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

#### **ARTICLE IX INCORPORATOR**

The undersigned incorporator certifies that she executes these Articles for the purposes herein stated. The name and address of the initial incorporator is:

Beverly Wright  
8131 Aberdeen Rd.  
New Orleans, LA 70126



The tax identification number is 56-2466977.

Beverly Wright  
INCORPORATOR

The foregoing instrument was sworn to and subscribed before me, the undersigned  
Notary Public, on this date: 8-25-07

[Signature]  
Notary

Richard C. Dyer #27207

# AFFIDAVIT

## REGISTERED AGENT

I, **Beverly Wright**, accept the appointment of registered agent for the **DEEP SOUTH CENTER FOR ENVIRONMENTAL JUSTICE**.

Beverly Wright  
Signature

6/28/04  
Date

8131 Aberdeen Road

New Orleans, LA 70126

Address (HOME ADDRESS)

[Signature]  
Notary

6.28.04  
Date

**ARTICLES OF INCORPORATION OF  
DEEP SOUTH CENTER FOR ENVIRONMENTAL JUSTICE**

**AMENDMENTS**

**ARTICLE I  
NAME**

The name of the corporation, hereinafter referred to as the "Corporation" is  
The Southern Center for Environmental Justice, Incorporated.

**ARTICLE II  
PURPOSE**

The corporation is organized exclusively for charitable, educational, and scientific purposes and the provision of decent housing that is affordable to low- and moderate income people.

**ARTICLE V  
DIRECTORS/MEMBERS**

2. Members or Directors of the governing body may not be appointed by any for profit sponsor or by state or local governments.
3. Not more than one-third of the governing board members may be public officials.

**CURRENT BOARD MEMBERS**

**NAME**

**ADDRESS**

**Shelia Burns, MURP**

**6350 Eastover Drive  
New Orleans, LA 70126**

**Matthew Causey, Ph.D.**

**7131 Lake Willow Drive  
New Orleans, LA 70126**

**Shirley Dumas**

**1301 Curtis Street  
Harvey, LA 70058**

**Orelia Duverney**

**4402 St. Roch Avenue  
New Orleans, LA 70122**

**Deeohn Ferris, Esq.  
(Vice-Chair)**

**4005 21<sup>st</sup> N.E.  
Washington, DC 20018**

**Ernest Frazier, Jr.**  
**(Treasurer)**

**8141 Aberdeen Road**  
**New Orleans, LA 70126**

**Margaret Montgomery-Richard, Ph.D.**

**4402 St. Roch Avenue**  
**New Orleans, LA 70122**

**Margie Richard**  
**(Secretary)**

**33Edgewood Drive**  
**Destrehan, LA 70047**

**Vernice Miller-Travis**

**104 Jewett Place**  
**Bowie, Maryland 20721**  
**14333 Old Hammond**  
**Highway**  
**Apt. No. 6**  
**Baton Rouge, LA 70816**

**Walter W. Smith**

**Donele Wilkins**  
**(Chair)**

**441 E. Ferry Street**  
**Suite 406**  
**Detroit, MI 48201**

**ARTICLE VI**  
**REGISTERED OFFICE**

**The corporation's registered office is located at:**  
**8000 Crowder Blvd. Suite C**  
**New Orleans, LA 70127**

**Manner of Adoption**

These amendments were discussed, voted on and adopted by a two-third majority via conference call on November 29, 2007.

The following board members were available and participated in this vote and the adoption of the Amendments:

Shelia Burns

Matthew Causey

Shirley Dumas

Orelia Duverney

Deeohn Ferris

Ernest Frazier

Margie Richard

Margaret Montgomery-Richard

Walter W. Smith

Vernice Miller-Travis

Donele Wilkins

The vote was unanimous.

Signed by: Ernest J. Frazier Jr. Title: Treasurer Date: 12/5/07  
The foregoing instrument was sworn to and subscribed before me, the under signed  
Notary Public.

Notary: Jeffrey Perigoni Date: 12-5-07

Jeffrey Perigoni  
# 45305

## **NOTICE OF CHANGE**

**Charter Number:** 35733589N

**Name:** THE SOUTHERN CENTER FOR ENVIRONMENTAL JUSTICE, INCORPORATED

### **ADDRESSES:**

**The street address (not a P.O. Box only) of the corporation's initial registered office is:**

1631 ELYSIAN FIELDS AVE #165  
NEW ORLEANS, LA, 70117

### **Mailing Address:**

1631 ELYSIAN FIELDS AVE., #165  
NEW ORLEANS, LA, 70117

### **AGENTS:**

#### **Agent Name:**

BEVERLY WRIGHT  
6841 LAKE WILLOW DR.  
NEW ORLEANS, LA, 70126

### **OFFICERS/DIRECTORS:**

#### **Officer/Director Name:**

DONELE WILKINS (PRESIDENT)  
441 E. FERRY ST  
DETROIT, MI, 48201

MARGARET MONTGOMERY-RICHARD (SECRETARY)  
4402 ST ROCH AVE  
NEW ORLEANS, LA, 70122

GLENN JOHNSON (VICE-PRESIDENT, OFFICER)  
3100 CLEBURNE  
HOUSTON, TX, 77004

TRENELL HEBERT (TREASURER)  
8550 LAUREL TRAILS DRIVE  
HOUSTON, TX, 70095

**The filing of a false public record, with the knowledge of its falsity, is a crime, subjecting the filer to fine or imprisonment or both under R.S. 14:133.**

TO BE ELECTRONICALLY SIGNED BY AN OFFICER OR DIRECTOR.

**ELECTRONIC SIGNATURE:** BEVERLY L. WRIGHT (3/3/2017)

**TITLE:** EXECUTIVE DIRECTOR

Tom Schedler  
Secretary of State



**CHANGE OF DIRECTORS AND/OR OFFICERS  
OF A CORPORATION**

Enclose \$25 Filing Fee  
Domestic Corporation (Business or Non Profit)  
Make remittance payable to Secretary of State

**Do Not Send Cash**

Return to: Commercial Division  
P. O. Box 94125  
Baton Rouge, LA 70804-9125  
Phone (225) 925-4704  
Web Site: [www.sos.la.gov](http://www.sos.la.gov)

**Corporation Name:** The Southern Center for Environmental Justice, Inc.

**REMOVAL OF DIRECTORS AND/OR OFFICERS**

Notice is hereby given that the Board of Directors of the above named corporation has authorized the removal of the following: *Only the titles indicated will be removed.*

Margaret Montgomery-Richard - Secretary

Name and Title

\_\_\_\_\_  
Name and Title

Trenell Hebert - Treasurer

Name and Title

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Name and Title

*Donale Walker* 8/25/17  
To be signed by an officer or a director Date

**ADDITION OF DIRECTORS AND/OR OFFICERS**

Notice is hereby given that the Board of Directors of the above named corporation has authorized the addition of the following: *Only the titles indicated will be added.*

Keena Dixon - Treasurer

5241 Evans Drive Marrero, LA 70072

Name and Title

Municipal Address

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Municipal Address

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Municipal Address

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Municipal Address

*Donale Walker* 8/25/17  
To be signed by an officer or a director Date

**STATE OF LOUISIANA**  
**NAME CHANGE AMENDMENT**

**R.S. 12:238**

Old Name:

**THE SOUTHERN CENTER FOR ENVIRONMENTAL JUSTICE, INCORPORATED**

New Name:

**DEEP SOUTH CENTER FOR ENVIRONMENTAL JUSTICE, INC.**

**Date Amendment Adopted:**

**08/30/2019**

**Manner of Adoption:**

**NO SHAREHOLDERS, UNANIMOUSLY APPROVED BY DIRECTORS**




**The filing of a false public record, with the knowledge of its falsity, is a crime, subjecting the filer to fine or imprisonment or both under R.S. 14:133.**

**BY TYPING MY NAME BELOW, I HEREBY CERTIFY THAT I AM AN OFFICER.**

**ELECTRONIC SIGNATURE: DONELE WILKINS (9/24/2019)**

**TITLE: BOARD CHAIR**



<b>R. Kyle Ardoin</b> <b>Secretary of State</b> 		<b>DOMESTIC CORPORATION</b> <b>ANNUAL REPORT</b> <b>For Period Ending</b> 6/25/2019		 35733589N  2019				
<b>Mailing Address Only (INDICATE CHANGES TO THIS ADDRESS IN THIS BOX)</b> 35733589 N THE SOUTHERN CENTER FOR ENVIRONMENTAL JUSTICE, INCORPORATED 3157 GENTILLY BLVD. #145 NEW ORLEANS, LA 70122		1		<b>(INDICATE CHANGES TO THIS ADDRESS IN THIS BOX)</b> <b>Registered Office Address in Louisiana (Do not use P. O. Box)</b> 9801 LAKE FOREST BLVD. NEW ORLEANS, LA 70127				
				Federal Tax ID Number				
Our records indicate the following registered agents for the corporation. Indicate any changes or deletions below. All agents must have a Louisiana address. Do not use a P. O. Box. <b>A NEW REGISTERED AGENT REQUIRES A NOTARIZED SIGNATURE.</b> BEVERLY WRIGHT 6841 LAKE WILLOW DR. NEW ORLEANS, LA 70126								
I hereby accept the appointment of registered agent(s).			Sworn to and subscribed before me on <b>NOTARY NAME MUST BE TYPED OR PRINTED WITH NOTARY #</b>					
<b>New Registered Agent Signature</b>			<b>Notary Signature</b>		<b>Date</b>			
This report reflects a maximum of three officers or directors from our records for this corporation. Indicate any changes or deletions below. Include a listing of all names along with each title held and their address. Do not use a P. O. Box. If additional space is needed attach an addendum.								
<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;">           GLENN JOHNSON            3100 CLEBURNE HOUSTON, TX 77004            BRIGETTE WRIGHT            400 W. PEACHTREE ST ATLANTA, GA 30308            JOHNETTE JACKSON            4843 STEMWAY DR NEW ORLEANS, LA 70126         </td> <td style="width: 50%; vertical-align: top;">           Vice-President, Officer            Secretary            Director         </td> </tr> </table>						GLENN JOHNSON 3100 CLEBURNE HOUSTON, TX 77004 BRIGETTE WRIGHT 400 W. PEACHTREE ST ATLANTA, GA 30308 JOHNETTE JACKSON 4843 STEMWAY DR NEW ORLEANS, LA 70126	Vice-President, Officer Secretary Director	
GLENN JOHNSON 3100 CLEBURNE HOUSTON, TX 77004 BRIGETTE WRIGHT 400 W. PEACHTREE ST ATLANTA, GA 30308 JOHNETTE JACKSON 4843 STEMWAY DR NEW ORLEANS, LA 70126	Vice-President, Officer Secretary Director							
The filing of a false public record, with the knowledge of its falsity, is a crime, subjecting the filer to the fine or imprisonment or both under R.S. 14:133.								
<b>SIGN →</b>	<b>To be signed by an officer or director</b> Veleria C. Stevens (SIGNED ELECTRONICALLY)		Title Finance/Operations Manager	Phone	Date 06/06/2019			
	Signee's address		Email Address ON FILE		(For Office Use Only)			
<table style="width: 100%; border: none;"> <tr> <td style="width: 40%;">           Enclose filing fee of      \$10.00            Make remittance payable to Secretary of State            Do Not Send Cash            Do Not Staple            web site: <a href="http://www.sos.louisiana.gov">www.sos.louisiana.gov</a> </td> <td style="width: 20%;">           Return by:      6/25/2019         </td> <td style="width: 40%;">           To: <b>Commercial Division</b>  <b>P. O. Box 94125</b>  <b>Baton Rouge, LA 70804-9125</b>  <b>Phone (225) 925-4704</b> </td> </tr> </table>						Enclose filing fee of      \$10.00 Make remittance payable to Secretary of State Do Not Send Cash Do Not Staple web site: <a href="http://www.sos.louisiana.gov">www.sos.louisiana.gov</a>	Return by:      6/25/2019	To: <b>Commercial Division</b> <b>P. O. Box 94125</b> <b>Baton Rouge, LA 70804-9125</b> <b>Phone (225) 925-4704</b>
Enclose filing fee of      \$10.00 Make remittance payable to Secretary of State Do Not Send Cash Do Not Staple web site: <a href="http://www.sos.louisiana.gov">www.sos.louisiana.gov</a>	Return by:      6/25/2019	To: <b>Commercial Division</b> <b>P. O. Box 94125</b> <b>Baton Rouge, LA 70804-9125</b> <b>Phone (225) 925-4704</b>						
					7			

UNSIGNED REPORTS WILL BE RETURNED

# **Annual Report Supplemental Page for Period Ending 6/25/2019**

**Charter Number :** 35733589N

**Charter Name:** THE SOUTHERN CENTER FOR ENVIRONMENTAL JUSTICE, INCORPORATED

## **Additional Officers**

ELODIA BLANCO                      Director  
35487 SAINT PAUL LOOP HAMMOND, LA 70401

DOROTHY MCWILLIAMS                      Director  
4741 BABYLON ST NEW ORLEANS, LA 70126

KEENA DIXON                      Treasurer  
5241 EVANS DRIVE MARRERO, LA 70072

DONELE WILKINS                      President  
441 E. FERRY ST. DETROIT, MI

# Deep South Center for Environmental Justice

## BYLAWS

### ARTICLE 1 --- NAME

- 1.1 Name. The name of this organization, incorporated under the laws of the State of Louisiana is the “The Southern Center for Environmental Justice, Incorporated.” This organization is recognized as doing business as the “Deep South Center for Environmental Justice,” and is hereinafter referred to as “DSCEJ.”

### ARTICLE 2 --- PURPOSE AND OBJECTIVES

- 2.1 The Objectives of the DSCEJ. The DSCEJ was developed in collaboration with community environmental groups and other universities within the region to address environmental justice issues. The DSCEJ provides opportunities for communities, scientific researchers, and decision makers to collaborate on programs and projects that promote the rights of all people to be free from environmental harm as it impacts health, jobs, housing, education, and a general quality of life. The DSCEJ strives to achieve three key objectives:
  - A. Partnership between universities and communities;
  - B. Interaction between program components; and
  - C. Legacy
- 2.2 Non-profit Charitable Status. The DSCEJ is organized and operated exclusively for purposes described in Section 501(c)(3) of the Internal Revenue Code.

### ARTICLE 3 --- LOCATION

- 3.1 Location. The DSCEJ shall have and continuously maintain in the State of Louisiana a registered office and a registered agent whose office is the Corporation’s registered office. The registered office and the principal office of the corporation may not always be identified as the same office, and the address of the registered office may be changed from time to time by the Board of directors in accordance to applicable law. The initial registered office and registered agent of the Corporation are as shown in the Articles of Incorporation.
- 3.2 Other Offices. The DSCEJ may have other offices within or outside of the State of Louisiana at such place or places as the Board of Directors may from time to time determine.

#### ARTICLE 4 --- BOARD OF DIRECTORS

- 4.1 Numbers and Powers. The Board shall have up to 9 and not fewer than 3 members. The Board shall be responsible for the overall policy and direction of the DSCEJ and shall delegate responsibility for day-to-day operation to DSECEJ's Executive Director and the staff.
- 4.2 Meetings. The board shall meet once per year, at an agreed upon time and place.
- 4.3 Elections. Election of a new board chair person or election of the current board chair person to a second term will occur as the first item of business at the annual meeting of the board. Chair persons will be elected by a majority vote of the current board members. The Board receives no compensation other than reasonable expenses.
- 4.4 Term. The members of the board shall hold office until their successors are chosen and qualified.
- 4.5 Quorum. A majority of the whole Board of Directors shall be necessary and sufficient at all meetings to constitute a quorum for the transaction of business.
- 4.6 Notice. An official Board meeting requires two weeks' notification for all Board members
- 4.7 Officers and Duties. There shall be four officers of the Board: President, Vice-President, Secretary, and Treasurer. Their duties shall be as follows: The President shall reside at all meetings of the Board of Directors, and shall perform other duties as required by the Executive Director. The Vice-President shall exercise the functions of the President in the event of absence or disability. The Secretary shall issue notices for all meetings, shall keep minutes of all meetings, and shall distribute copies of the minutes and all announcements to all Board members. The Treasurer shall chair the finance committee, assist in the preparation of the budget, help develop fundraising plans, and make financial information available to all Board members.
- 4.8 Executive Director and Duties. The Executive Director shall be the chief executive officer of the DSCEJ and shall have such general executive powers and duties of supervision and management as are usually vested in the office of the chief executive officer of an incorporated organization, including carrying into effect all directions and resolutions of the Board of Directors. The Executive Director may negotiate and execute all financial transactions and other contracts for and in the name of The Southern Center for Environmental Justice, Inc. and the Deep South Center for

Environmental Justice. The Executive Director shall direct the day-to-day affairs of the DSCEJ including supervising all employees of the DSCEJ, reporting to the Board of Directors any violation of the rules and regulations (if any), collecting any charges or fees, and keeping records in the form prescribed from time to time by the Board of Directors and reporting thereon whenever so requested by the Board of Directors. The Executive Director shall be directly responsible to the Board of Directors and shall report directly to the Board of Directors.

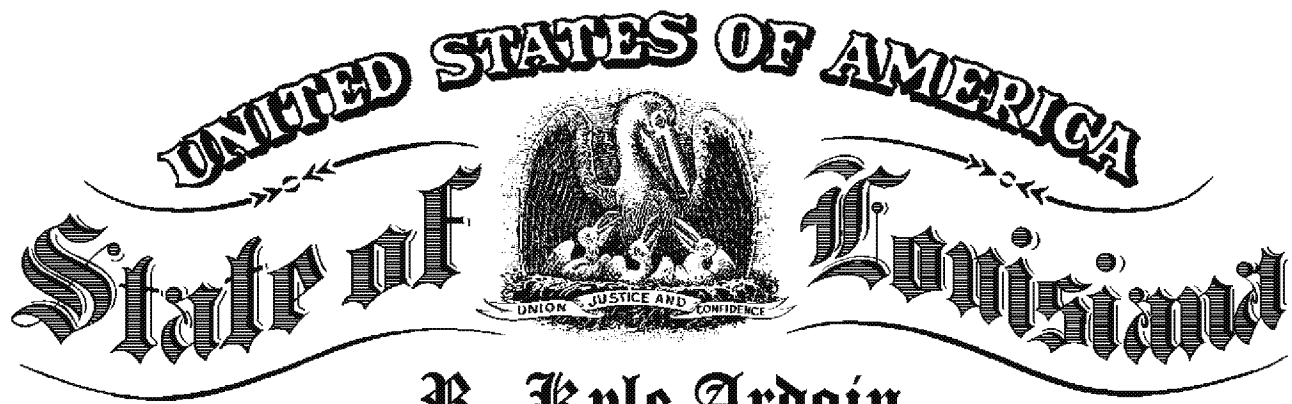
- 4.9 Vacancies. Vacancies occurring in the Board of Directors shall be filled until the next meeting by the Executive Director, and voted on at the next Board meeting.
- 4.10 Resignation, Termination, and Absence. Resignation of Board members must be received in writing by the Secretary. A Board member may be dropped for excessive absences from annual meetings, or may be removed from the Board for other reasons by a three-fourths vote of Board members.
- 4.11 Special Meetings. Special meetings of the Board shall be called upon the request of the Executive Director. The Secretary shall send out notices to all Board members.

#### ARTICLE 5 --- Committees

5.1 Appointment and Operation. The Board may create committees as needed, such as fundraising, etc. The Board President appoints all committee chairs. The four officers and the Executive Director shall constitute the Executive Committee and shall have all the powers and authority of the Board of Directors in the intervals between meetings. The treasurer is chair of the Finance Committee, which shall include three other Board members. The Finance Committee is responsible for reviewing all fiscal procedures and developing the annual budget with the Executive Director and the staff. The Board must approve all expenditures, and all expenditures must be within the budget. The Executive Committee must approve any major change in the budget. The fiscal year shall follow governmental parameters. Annual reports shall be submitted to the Board showing income, expenditures, and pending income. The financial records of the corporation shall be available to all Board members.

#### ARTICLE 6 --- Amendments

- 6.1 These bylaws may be amended when necessary by a two-thirds majority of the Board of Directors. Proposed amendments must be submitted to the Secretary to be sent out with regular Board announcements.



**R. Kyle Ardoin**

SECRETARY OF STATE

*As Secretary of State of the State of Louisiana, I do hereby Certify that*

**DEEP SOUTH CENTER FOR ENVIRONMENTAL JUSTICE, INC.**

A corporation domiciled in NEW ORLEANS, LOUISIANA,

Filed charter and qualified to do business in this State on June 25, 2004,

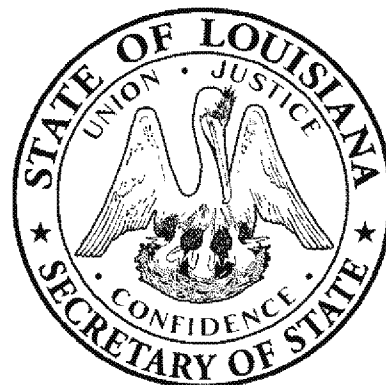
I further certify that the records of this Office indicate the corporation has paid all fees due the Secretary of State, and so far as the Office of the Secretary of State is concerned is in good standing and is authorized to do business in this State as a Non-Profit Corporation.

In testimony whereof, I have hereunto set my hand and caused the Seal of my Office to be affixed at the City of Baton Rouge on,

March 22, 2022

*Secretary of State*

Web 35733589N



Certificate ID: 11544990#CFT93

To validate this certificate, visit the following web site, go to **Business Services**, **Search for Louisiana Business Filings**, **Validate a Certificate**, then follow the instructions displayed.  
**[www.sos.la.gov](http://www.sos.la.gov)**

# **Partnership Letters**

Community Partners

Academic Partners

# *Concerned Citizens of St. John*

*We can. We will.*

389 East 26th St., Reserve, LA 70084  
(504) 559-7304 | [btcnola@gmail.com](mailto:btcnola@gmail.com)

---

March 24, 2022

Dr. Beverly Wright  
Executive Director  
Deep South Center for Environmental Justice  
9801 Lake Forest Blvd  
New Orleans, LA 70127

## ***Partnership Letter***

Dear Dr. Wright:

With this letter, *Concerned Citizens of St. John* formally joins with the Deep South Center for Environmental Justice (DSCEJ) as a partner in your proposal for funding to support community air quality monitoring in St. John the Baptist (St. John's) Parish, Louisiana.

The mission of Concerned Citizens of St. John ("Concerned Citizens") is to ensure the health and safety of all citizens while working to hold government officials and industry accountable for the quality of air in our parish. We are committed to working with the Environmental Protection Agency (EPA) and Louisiana Department of Environmental Quality (LDEQ), among others. We invite everyone to join us as we work to ensure the health of families for generations to come.

Concerned Citizens of St. John, a state-chartered nonprofit organization, was born out of incidents in 2016 when high levels of chloroprene in the air made our family members and neighbors acutely ill. Since that time, we have advocated steadily for the nearby Denka Performance Elastomer plant, operating in the former DuPont facility—the plant commonly known as "DuPont Denka"—to come into compliance with the 0.2 micrograms/cubic meter standard for chloroprene, but they have not. Investigations conducted as a result of our actions showed what we already knew: the petrochemical industry—and DuPont Denka, specifically—has been polluting our homes and parish for years. One day in November 2017, an EPA air monitor at the fifth ward elementary school showed chloroprene levels that were 755 times higher than the EPA's guidelines. This elementary school, with between 400-500 Black students, sits at the Denka fenceline.

Despite these grim statistics, we are not defeated. We will not accept that the children in our community must be raised in a toxic environment. We know that a better future is possible, and we are determined to make it so.

If anything, our past several years of work has taught us that more must be done. Air monitors set up by the EPA near the Denka facility have shown consistently high readings, but they are in only six locations. Having the resources and support to install our own air monitors and collect data ourselves would be a significant step in the right direction. We will be able to add to the



bank of credible, verifiable data that we can use to push for decision-making that takes into account public health, and not just corporate profits. By having more input into the monitoring, we will have more control over our own lives and futures.

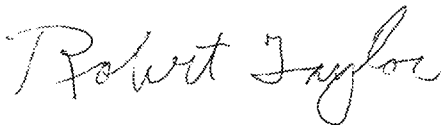
We also recognize that we must do more *now*. In St. John, the risk of cancer has long been one of the highest in the nation. Now, with COVID-19—the effects of which are made worse by the contaminants in the air we breathe—the risk to our health and lives has only worsened: at one point, St. John had one of the highest COVID death rates in the nation.

Concerned Citizens has the know-how to make a difference. We have gained national and international recognition for building and growing a community-led movement to ensure the health and safety of residents. We will put these skills to action again through this proposed air monitoring initiative. We will invite community members to join the effort, help plan and implement trainings and workshops, participate in designing a community-led process for decision-making about monitor placement and monitoring activities, prepare and disseminate data, and lead in communications outreach and civic engagement strategies.

For the above efforts, Concerned Citizens of St. John will charge a fee of \$41,000 per year, which will cover the cost of our staff-time, supplies, and any ancillary expenses associated with this work (such as renting space and purchasing refreshments for community meetings). It is our understanding that DSCEJ will purchase air quality monitors and manage the contract with the selected equipment/ monitoring-service vendor(s), and will provide administrative services, as well as technical support that may be necessary to implement this project successfully, throughout the duration of the two-year performance period.

We know a better future is possible, and we are committed to working toward it. We can. We will. Thank you.

Sincerely,

A handwritten signature in black ink that reads "Robert Taylor". The script is cursive and fluid, with the first letter of each word being capitalized and prominent.

Robert Taylor  
Executive Director and Co-Founder



[www.thedescendantsproject.org](http://www.thedescendantsproject.org)

[info@thedescendantsproject.org](mailto:info@thedescendantsproject.org)

Phone: (225) 206-0257

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March 22, 2022

Dr. Beverly Wright  
Executive Director  
Deep South Center for Environmental Justice  
9801 Lake Forest Blvd  
New Orleans, LA 70127

***Partnership Letter***

Dear Dr. Wright:

The Descendants Project is pleased to join the Deep South Center for Environmental Justice (DSCEJ) as a partner in your proposal to the United States Environmental Protection Agency for air quality monitoring in St. John the Baptist (St. John's) Parish, Louisiana.

The Descendants Project is a 501c3 nonprofit organization that supports communities descended from people formerly enslaved in Louisiana's river parishes. The communities we support lie in the heart of Cancer Alley, the 85-mile corridor that is home to more than 150 heavy industrial facilities—facilities that over time took the place of the sugar cane plantations once situated here. After emancipation, many of those previously held in slavery on the plantations stayed in this same region to be close to work and/or family. This was true of our family; our great-great-great grandfather was born into enslavement in Wallace, LA—the same community where we now live and work.

We incorporated The Descendants Project in 2020 not just to fight against the all-too-real inequities that our communities still face, but also to support our communities in embracing a different future—one that recognizes and values our heritage, that doesn't require us to pay a "dying wage" in order for our communities to have jobs, and that leverages the knowledge and agency that people in this area have been building and exercising for centuries. The Descendants Project's first major action was to halt installation of an industrial grain elevator in Wallace. The grain terminal, currently the subject of a lawsuit brought by our organization, would bring with it toxic 2.5 particulate matter, the hazard of explosions, the danger of collapse during hurricanes, and more. Our community could be destroyed.

The lawsuit, protests, and other actions taken to halt the grain elevator have mobilized our community. We now have community meetings not only to update residents on the latest with the ongoing litigation, but also to discuss the red dust emanating from the nearby bauxite aluminum plant. Community members not only from St. John's Parish, but also from around the

area, have been galvanized to action as they have witnessed their own ability to serve as a counterweight to the petrochemical industry's power. In addition to linking us to other local CBOs, such as Concerned Citizens of St. John, our work thus far has also connected us with a wide variety of key environmental groups, including DSCEJ, the Louisiana Bucket Brigade, Together Louisiana, Louisiana for a Green New Deal, the Sunrise Movement, and more.

In all this, we have come to recognize the key role that The Descendants Project can play in making the environmental movement more inclusive—both in terms of race and socioeconomic status, but also in terms of issues such as the environmental concerns posted by grain dust—and in providing community members with an alternative vision for our future. We are also confident of our ability to contribute an in-depth knowledge of our community's history and heritage, as well as to develop strategic, creative, and highly effective communications strategies.

We seek to put our skills, knowledge, network, and deep connection with community members to work as we partner with DSCEJ to implement this air monitoring initiative. Specifically, we expect to assist with recruitment of community members, planning and implementation of trainings and public education efforts, establishing a community-led decision-making process for monitoring and activities, preparation and dissemination of data and materials, and crafting and execution of communications and civic engagement strategies.

For these services, The Descendants Project will charge a fee of \$41,000 per year, which will cover the cost of our staff-time, supplies, and any ancillary expenses associated with this work (such as renting space and purchasing refreshments for community meetings). It is our understanding that DSCEJ will purchase air quality monitors and manage the contract with the selected equipment/ monitoring-service vendor(s), and will provide administrative services, as well as technical support that may be necessary to implement this project successfully, throughout the duration of the two-year performance period.

The Descendants Project sees this air monitoring initiative as an important step toward protecting and preserving our communities and our heritage, and as a counterweight to the systemic corruption that has led to the culture of exploitation that has for too long threatened our communities with extinction.

We are proud to be a partner with the Deep South Center for Environmental Justice in this effort.

Sincerely,

*Joy Banner, Ph.D.*

Joy Banner, Ph.D.  
Co-Founder

*Jo Banner, M.A.*

Jo Banner  
Co-Founder



Department of Natural Resources and Environmental Sciences  
School of Agricultural and Environmental Sciences  
P. O. Box 1208  
Normal, Alabama 35762  
Office (256) 372-8219  
Fax (256) 372-8404  
[www.aamu.edu](http://www.aamu.edu)

March 21, 2022

Dr. Beverly Wright  
Executive Director  
Deep South Center for Environmental Justice  
9801 Lake Forest Blvd  
New Orleans, LA 70127

Dear Dr. Wright:

With this letter, I express my commitment to supporting the Deep South Center for Environmental Justice (DSCEJ) as you implement your EPA-funded project for air quality monitoring in the St. John the Baptist Parish of Louisiana. Specifically, I will provide expert counsel to the team identifying chemicals likely to cause adverse health effects to the community and develop mitigation strategies to reduce chemical exposure.

I am currently the coordinator of the Environmental Health Science Program at Alabama A&M University (AAMU). I conduct research in environmental microbiology, including water quality analysis of the relationship between *E. coli* and other indicator bacteria and seasonality. I have also worked with students on daily air quality monitoring at AAMU as well as community partners through my years-long affiliation with the DSCEJ.

I am committed to supporting DSCEJ's community-based organization partners and their constituencies as they conduct community education and training on how to conduct air quality monitoring, collect data, interpret results, and turn those results into real-world recommendations.

We need more efforts like this in order to make policy decisions that are infused with the knowledge of the residents who know their communities best. Initiatives like this portend to not only further community-level understanding of our environmental systems, but also to contribute to aggregate scientific knowledge that can help us advance as a society.

I am eager to provide technical support as DSCEJ moves forward. Please don't hesitate to reach out with any questions: [256-372-8219] or [[elica.moss@aamu.edu](mailto:elica.moss@aamu.edu)].

Thank you for your time and consideration.

Sincerely,

A handwritten signature in black ink, appearing to read 'Elica Moss'.

Elica M. Moss, PhD  
Assistant Professor, Environmental Microbiology  
Coordinator Environmental Health Science Program



# **XAVIER UNIVERSITY OF LOUISIANA**

## **DEPARTMENT OF PHYSICS**

1 Drexel Drive • Box 78 • New Orleans, Louisiana • 70125-1098

Phone: (504) 520-7644

E-mail: [mgassell@xula.edu](mailto:mgassell@xula.edu)

March 21, 2022

Dr. Beverly Wright  
Executive Director  
Deep South Center for Environmental Justice  
9801 Lake Forest Blvd  
New Orleans, LA 70127

Dear Dr. Wright:

With this letter, I express my commitment to supporting the Deep South Center for Environmental Justice (DSCEJ) as you implement your EPA-funded project for air quality monitoring in the St. John the Baptist Parish of Louisiana. Specifically, I will be happy provide technical support for the curriculum development, training, and public education components of this initiative.

I am currently an Assistant Professor of Physics at Xavier University of Louisiana (XULA) and hold a PhD in physics from Michigan State University. While my academic background is in experimental condensed matter physics, studying nanoscale systems and structures, I have a passion for innovative research and teaching environmental monitoring issues and their impact on public health.

In the past five years, I have been very active in GLOBE (Global Learning and Observations to Benefit the Environment), a science and education program that connects a network of students, teachers, and scientists from around the world to better understand, sustain, and improve Earth's environment. GLOBE works by building a collaborative, worldwide community of students, teachers, scientists, and citizens to conduct real-world, hands-on research. Through the data collected by our community members, researchers gain invaluable insight into local environments around the globe and more of the world is able to contribute to scientific discovery.

My involvement in GLOBE exemplifies my conviction that citizen science, conducted by community members on the ground, can make a real difference in our understanding of Earth science, and consequently, in our collective ability to make intelligent decisions with regard to policies and practices that affect our environment. While the air quality monitoring data collected through this initiative may or may not become part of the GLOBE database, I am committed to supporting DSCEJ's community-based organization partners and their constituencies as they conduct community education and training on how to conduct air quality monitoring, collect data, interpret results, and turn those results into real-world recommendations.

We need more efforts like this in order to make policy decisions that are infused with the knowledge of the residents who know their communities best. Initiatives like this portend to not only further community-level understanding of our environmental systems, but also to contribute to aggregate scientific knowledge that can help us advance as a society.

I am eager to provide technical support as DSCEJ moves forward. Please don't hesitate to reach out with any questions: [814-790-2157] or [mgassell@xula.edu].

Thank you for your time and consideration.

Sincerely,

*Morewell Gasseller*

Morewell Gasseller, PhD  
Assistant Prof. of Physics, XULA



College of Liberal Arts  
3500 John A. Merritt Blvd.  
Nashville, Tennessee 37209-1561

Department of History, Political Science, Geography & Africana Studies  
(615) 963-5407 (FAX)  
(615) 963-5471

March 21, 2022

Dr. Beverly Wright  
Executive Director  
Deep South Center for Environmental Justice  
9801 Lake Forest Blvd  
New Orleans, LA 70127

Dear Dr. Wright:

I am writing this letter to express my commitment to collaborating with the Deep South Center for Environmental Justice (DSCEJ) and its community-based partners on their project to conduct air quality monitoring in the parishes of St. John the Baptist and St. James, in Louisiana.

As an Associate Professor of Geography at Tennessee State University, I specialize in Geographic Information Systems (GIS) and Environmental Justice. As part of my specialties, I have developed a training model to support grassroots organizations' use of geospatial technology for community empowerment. Through the use of a portable and user-friendly GIS tool, community-based organizations are able to map their own communities and their communities' assets, resulting in information that can be used to make decisions that improve quality of life and protect the environment. Through community asset mapping, community members themselves produce spatial data visualizations of their communities and thus play a key role in setting the context for policy-/practice-making.

Communities that have been traditionally marginalized, such as those that live at the fence lines of petrochemical processing plants in the river parishes of Louisiana, are too often excluded from decision-making tables, even today. The result is an inequitable decision-making process that results in decisions that often fail to address community members' needs and/or blatantly disregard their concerns. Worse still, these same communities are often denied the information and tools used for decision-making—such as maps of available public land, etc.—that developers and corporate interests are able to access easily. Part of the goal of my work is to put the power back in the hands of the people who know these communities best—the residents themselves.

I look forward to working with DSCEJ and its community-based organization partners to develop the information and visualizations necessary to not only make critical decisions such as where to place air monitors, but to also be able to present in compelling ways the community-identified concerns, proposed solutions, and policy recommendations that develop as a result of this effort. My primary role

will be to provide technical assistance to DSCEJ and its CBO partners as they implement training curriculum for community members.

Should you need more information, I am available at [INSERT PHONE NO.] or [INSERT EMAIL]. Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read "D. A. Padgett".

David Padgett, PhD  
Associate Professor of Geography and Director of the Geographic Information Sciences Laboratory,  
Tennessee State University

<https://docs.google.com/document/d/1R16VNWbxa1O4URqnqEDhZ6ZKSUMujFBB/edit?usp=sharing&oid=113927538023783088669&rtpof=true&sd=true>



# **Letters of Support**

**Mission:**

*To provide information, resources and training that result in communities achieving their goals and objectives for sustainability*

**Vision:**

*Transforming communities to empower residents*

March 21, 2022

Dr. Beverly Wright  
Executive Director  
Deep South Center for Environmental Justice  
9801 Lake Forest Blvd  
New Orleans, LA 70127

**Letter of Support**

Dear Dr. Wright:

With this letter, I am expressing my support for the Deep South Center for Environmental Justice's (DSCEJ's) proposed initiative to conduct air quality monitoring in the river parishes of Louisiana.

As you know, the community-based organization that I founded and continue to lead, ACTS (Achieving Community Tasks Successfully), has been conducting air quality monitoring in the Houston, Texas area since 2019. We currently have six air quality monitors in operation in Pleasantville and another two in the nearby community of Clinton Park. The Environmental Defense Fund (EDF), Texas Southern University, the HBCU-CBO Gulf Coast Equity Consortium, DSCEJ, and others collaborated with us in facilitating a community-led process to determine pollutants to be monitored, the equipment to be used, and more.

Our project has had concrete outcomes: when the Director of the EPA visited Houston last year, we were able to have a conversation with him—based on data—about the standards for particulate matter. We were also able to work with the City of Houston to bring more air monitors to the city.

Throughout this effort and for the past five years, DSCEJ has worked closely with ACTS to help build our capacity. We know firsthand that DSCEJ is skilled in and committed to supporting community-based organizations and facilitating community-led processes. Our community has benefited directly from our increased capacity to do the work of addressing community-identified concerns. I am confident the same will be true for the communities with which DSCEJ works for this proposed initiative.

**Contact Information:**

11811 East Freeway, Suite 240  
Houston, Texas 77029

P. O. Box 24687  
Houston, TX 77229  
Office: 281-658-5392

**ACTS website:**

<http://acts-organization.org/>

**Social Media**

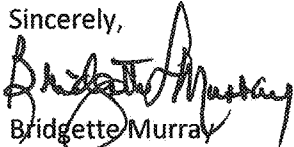
Twitter – ACTS\_CBO

Facebook

[www.facebook.com/pleasantvilleorg](http://www.facebook.com/pleasantvilleorg)

As DSCEJ and ACTS both continue to address issues of environmental justice and health disparities in our respective locales, I know that we will continue to support each other, sharing best practices, lessons learned, new strategies, and more.

Sincerely,



Bridgette Murray

Founder/Executive Director

Achieving Community Tasks Successfully dba ACTS

[Blmacts4@gmail.com](mailto:Blmacts4@gmail.com)

713 553-1907

**Contact Information:**

11811 East Freeway, Suite 240  
Houston, Texas 77029

P. O. Box 24687  
Houston, TX 77229  
Office: 281-658-5392

**ACTS website:**

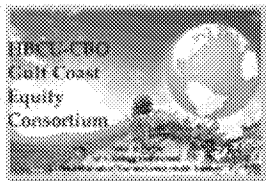
<http://acts-organization.org/>

**Social Media**

Twitter – ACTS\_CBO

Facebook

[www.facebook.com/pleasantvilleorg](http://www.facebook.com/pleasantvilleorg)



#### CO-DIRECTORS

**Dr. Beverly Wright**

Deep South Center for  
Environmental Justice

**Dr. Robert Bullard**

Texas Southern  
University

#### CBO LEADERS

**Rev. Calvin Avant**

Unity in the Family  
Ministry

Pensacola, FL

**Ruth Story**

Economics, Education,  
Environmental, Climate  
and Health Organization  
Gulfport, MS

**Bridgette Murray**

Achieving Community  
Tasks Successfully

Houston, TX

**Joe Womack**

Executive Director

Clean, Healthy,

Educated, Safe &  
Sustainable

Mobile, AL

#### HBCU FACULTY

##### MENTORS

**Dr. Elica Moss**

Alabama A&M  
University

**Dr. Bernard Singleton**

Dillard University

**Dr. Joan Wesley**

Jackson State University

**Dr. David Padgett**

Tennessee State  
University

**Dr. Glenn Johnson**

Texas Southern  
University

#### PROGRAM MANAGERS

**Monique Harden, Esq.**

Community Engagement  
Deep South Center for  
Environmental Justice

**Dr. Denae King**

Interdisciplinary  
Research

Texas Southern  
University

March 22, 2022

Dr. Beverly Wright

Executive Director

Deep South Center for Environmental Justice

9801 Lake Forest Blvd

New Orleans, LA 70127

Letter of Support

Dear Dr. Wright:

On behalf of the HBCU-CBO Gulf Coast Equity Consortium, I write to register our support for the proposal that the Deep South Center for Environmental Justice (DSCEJ) is submitting to the US Environmental Protection Agency for community-led air quality monitoring.

The relationship of DSCEJ to the HBCU-CBO Gulf Coast Equity Consortium runs deep. Members of the Consortium are dedicated leaders of community-based organizations (CBOs) and accomplished professors at Historically Black Colleges and Universities (HBCUs). As you know—as my co-director of the Consortium—our work is guided by three foundational principles: 1) that people must speak for themselves, 2) “communiversity” (a DSCEJ model for establishing an equitable relationship between community and university in the conduct of research and community action), and 3) community-based participatory research that respects community knowledge.

The Consortium envisions that the voices of Gulf Coast Region communities are heard; that community members are educated on the issues most important to them; that they are trained in the use of effective strategies and will put these strategies into action; and that their strategic action results in the transformation of their communities so that children and families enjoy improved health outcomes and a better quality of life.

The air monitoring project that DSCEJ and its partners are proposing is directly in line with the Consortium’s values and vision. I and other Consortium members have witnessed how DSCEJ supports community members and CBOs. I have no doubt that DSCEJ will ensure that community members receive the skills training and science literacy education needed to ensure their substantive participation in the monitoring. From experience, I also know that your organization will work hard to help your CBO partners and community members turn their participation into real results that benefit the wellbeing of the affected communities.

As a Consortium, each time one of our members grows in capacity, so do we. We welcome this opportunity to learn from—and perhaps, in the future, replicate in other Gulf Coast communities—the air monitoring work that you are now planning.

Sincerely,

Co-Director

HBCU-CBO Gulf Coast Equity Consortium

Distinguished Professor

Urban Planning & Environmental Policy

Texas Southern University



**State of Louisiana**  
Louisiana Department of Health  
Office of Public Health

March 23, 2022

Dr. Beverly Wright  
Executive Director  
Deep South Center for Environmental Justice  
9801 Lake Forest Blvd  
New Orleans, LA 70127

Dear Dr. Wright:

On behalf of the Section of Environmental Epidemiology & Toxicology (SEET) within the Louisiana Department of Health (LDH), I write to express support for the work of Deep South Center for Environmental Justice (DSCEJ) and its community-based partners in conducting air quality monitoring in St. John the Baptist Parish, Louisiana.

SEET investigates how exposure to chemicals in the environment impacts human health. As you know, Louisiana ranks among the top states in the nation in per capita production of hazardous wastes and in the amount of chemicals released into its water, air, and soil. As a public health program using an applied science approach, SEET investigates the health effects of chemical exposures in populations. It supports, collaborates, and participates in environmental health research. SEET is committed to reducing any known environmental threat to the public's health; the Program also provides information and data to the public to ensure better government policies and personal choices. Public health education efforts promote awareness of environmental health issues and are an integral part of SEET's mission.

Consider this letter a show of support for your efforts to collect information related to air quality in the River Parishes. We recognize that by collecting additional, high-quality data and making it available to the public and policymakers alike, this project has the potential to promote increased public understanding of the exposure risks related to the chemicals monitored, as well as, to inform decision-making that prioritizes the wellness of those who live in close proximity to pollution sources.

SEET will be available as a resource to the DSCEJ during the planning and implementation phase of this initiative. Please do not hesitate to reach out to us at 1-888-293-7020.

Sincerely,

A handwritten signature in cursive script that reads "Shannon Soileau".

Shannon Soileau  
Chief, Section of Environmental Epidemiology and Toxicology  
LA Department of Health/Office of Public Health

**Resumes of the Project  
Manager and Other Key  
Personnel**

"The Project Team"

**Mary I. Williams, M.Ed.**  
**Assistant Director of Community and Student Engagement**  
**Deep South Center for Environmental Justice**  
**9801 Lake Forest Blvd., New Orleans, LA 70127**  
maryw@dscej.org

#### **A. PROFESSIONAL PREPARATION**

<u>College/University</u>	<u>Major</u>	<u>Degree &amp;Year</u>
Southern University at New Orleans	Business Administration	B.S., 1991
University of New Orleans	Counselor Education	M.Ed., 2004

#### **B. ACADEMIC/PROFESSIONAL APPOINTMENTS**

2017 – present	<b>Assistant Director for Community and Student Engagement</b> – Deep South Center for Environmental Justice, Inc.
2011 – 2017	<b>Assistant Director for Community and Student Engagement</b> – Dillard University - Deep South Center for Environmental Justice
2005 –2011	<b>Program Manager for Community Outreach</b> – Dillard University - Deep South Center for Environmental Justice
2001 – 2005	<b>Student Coordinator/Production Specialist</b> – Xavier University of Louisiana - Deep South Center for Environmental Justice
1998 – 2000	<b>Program Coordinator</b> - Tulane University School of Public Health – Department of Health Systems Management

#### **C. PRODUCTS**

Contributing writer and editor, “Surviving Cancer Alley, The Stories of Five Communities Report,” Deep South Center for Environmental Justice, Climate Advocacy Lab Publication, 2018

#### **D. SYNERGISTIC ACTIVITIES**

- Develop and administer programming of outreach activities to establish linkages with diverse faith-based, community, small business, non-profit and service organizations to educate and train residents impacted by pollution along the Louisiana Mississippi River Chemical Corridor and Gulf Coast Region. Facilitate DSCEJ Community Advisory Board meetings where residents and community leaders come together to discuss strategies to improve and resolve environmental concerns within their community.
- Developed the Sea Level Rise and Water Literacy Curriculum for the Gulf Equity Water Corps. Project. The curriculum helps high school and college students identify global sea level rise as a contributor to flood risks in Louisiana and understand the importance of building community resilience through a fortified water infrastructure in vulnerable communities.
- Involved in the planning, development and implementation of the NIEHS Environmental Career Worker Training Program Environmental Justice Curriculum. The curriculum is used to teach underserved residents in the Gulf Coast Region ages 18 and up about environmental justice challenges and triumphs in their community. Have taught the Environmental Justice class to students enrolled in the Environmental Career Worker Training Program for twelve (12) years.
- Developed the Environmental Justice Curriculum for the Dillard University Youth Leadership Institute. The purpose of the Youth Leadership Institute is to develop leadership in civil rights, environmental justice, and academic enrichment of high school students in New Orleans, LA.

## **BEVERLY L. WRIGHT**

Executive Director

Deep South Center for Environmental Justice| 9801 Lake Forest Blvd. New Orleans, LA 70127 |504-272-0956 office| [beverlyw@dscej.org](mailto:beverlyw@dscej.org)| [www.dscej.org](http://www.dscej.org)

### **A. Professional Qualifications**

Grambling College, Grambling, LA BA 1969 Sociology

State University of New York at Buffalo MA 1971 Sociology

State University of New York at Buffalo Ph.D. 1977 Sociology

### **B. Appointments**

2017 – present, Executive Director, Deep South Center for Environmental Justice, New Orleans, LA

2005-2017, Executive Director, Deep South Center for Environmental Justice at Dillard University, New Orleans, LA, New Orleans, LA

1993-2005, Executive Director, Deep South Center for Environmental Justice at Xavier University of LA, New Orleans, LA

1989-1993 Associate Professor, Department of Sociology, Wake Forest University, Winston-Salem, NC

1987-1989 Associate Professor, Department of Sociology, University of New Orleans, New Orleans, Louisiana

### **C. Products**

Wright, Beverly, Nance, Earthea, King, Denae, Semien, Joy. 2021. "A Question of Human Rights: Transnational Targeting of Environmental Justice Communities." *Humanity and Society*, June 2021. <https://doi.org/10.1177/01605976211013284>

Nance, Earthea, King, D., Wright, B. and Bullard, R.D., (2016). "*Ambient Air Concentrations Exceeded Health-Based Standards for PM<sub>2.5</sub> and Benzene during the Deepwater Horizon Oil Spill*," *Journal of Air and Waste*

Management. [http://dscej.org/images/stories/pdfs/drwright\\_cv\\_06012016.pdf](http://dscej.org/images/stories/pdfs/drwright_cv_06012016.pdf)

Beverly Wright, "Environmental Injustice and the State of Black New Orleans," Pp. 100-113 in McConduit-Diggs, Erika, *State of Black New Orleans: 10 Years Post-Katrina*. New Orleans: The Urban League of Greater New Orleans, 2015.

Wright, Beverly, and Nance, E., (2012). "Toward Equity: Prioritizing Vulnerable Communities in Climate Change," *Duke Forum for Law and Social Change*, 4 (1), 1-21.

Beverly Wright, (2011). "Race, Place, and the Environment in the Aftermath of Katrina," *Anthropology of Work Review*, American Anthropological Association, 32 (1), 4-8.

Robert D. Bullard, Paul Mohai, Robin Saha, and Beverly Wright, *Toxic Wastes and Race at Twenty, 1997-2007*. Cleveland, OH: United Church of Christ, March 2007.

Wright, B.H., Chapter 4 "Living and Dying in Louisiana's Cancer Alley." in Bullard, Robert D. *The Quest For Environmental Justice: Human rights and the Politics of Pollution*. San Francisco: Sierra Club Books (October 2005)



#### **D. Synergistic Activities**

Communiversality Model recognized using community and university research collaboration resulting in DSCEJ national recognition. Currently a member of the White House Environmental Justice Advisory Council (WHEJAC) and I serve on the Justice 40 committee.

Communiversality model on community and university research collaboration resulted in report, *In the Wake of the Storm: Environment, Disaster and Race After Katrina* (Russell Sage Foundation, 2006) and book *Race, Place and Environmental Justice After Hurricane Katrina* (Westview Press, 2009).

Research and policy team examining government response to disasters over past eight decades. Project resulted in book, *The Wrong Complexion for Protection* (NYU Press, 2012).

Co-leading a research, education and policy and community-university consortium of Historically Black Colleges and Universities and vulnerable African American communities around climate change, urban sustainability and community resiliency in Gulf Coast region of U.S. Project resulted in the HBCU-CBO Gulf Coast Equity Consortium funded by the W.K. Kellogg Foundation, JPB, and the Robert Wood Johnson Foundation.

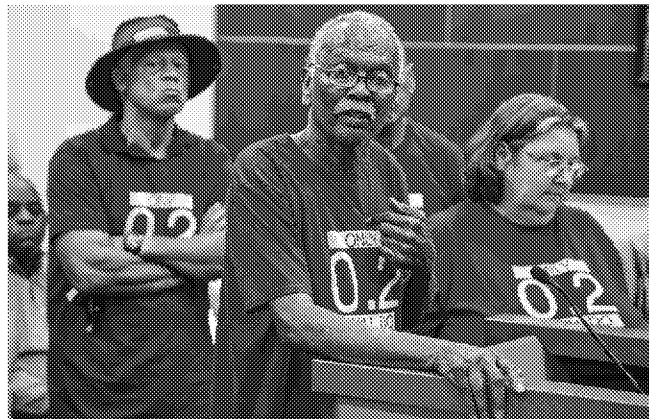


Dr. Joy Banner is Co-Founder and Co-Director of The Descendants Project, a nonprofit foundation committed to the liberation of the Black descendant community through the dismantling of inequitable and discriminatory economic, environmental, and social systems inherent in the violent legacies of slavery. After earning a Ph.D. from Louisiana State University, she taught business communications, marketing, and entrepreneurship at the university level where she advanced to Chair of the Management program. Joy is a proud member of the local

descendant community with rooted ancestry that can be traced to the 18<sup>th</sup> century. The folklore, narratives, and resourcefulness of her community elders and ancestors are the inspiration for the collective and collaborative philosophy of The Descendants Project, in service of the community's health, wellness, and most importantly, happiness. As part of this work, Dr. Banner is on the front lines of the struggle against environmental racism in the form of petrochemical plants along Louisiana's River Road, otherwise known as "Cancer Alley." Dr. Banner is also the Director of Communications and descendant of people enslaved at Whitney Plantation, the only plantation museum in Louisiana that centers the lives of the enslaved. In her spare time, she enjoys writing screenplays, biking on the levee, and taking care of her fur baby, Louie.

**Robert Taylor, Founder and Director  
Concerned Citizens of St. John  
*Biography***

Robert Taylor founded and leads Concerned Citizens of St. John (“Concerned Citizens”), a nonprofit organization dedicated to ensuring the health and safety of all citizens in St. John the Baptist Parish, Louisiana. Concerned Citizens works to hold government officials and industry accountable for the quality of air in St. John’s Parish, and to promote a safe future for families, now and for generations to come.



Mr. Taylor is a native of St. John’s Parish; he was born in the community of Reserve, LA at a time when St. John, like the other parishes lining the Mississippi River, was mostly sugar plantations. Mr. Taylor remembers in the 1950s when the plantations began to give way to the petrochemical facilities that dominate the area today. The African American communities that reside amongst the encroaching petrochemical plants are the descendants of the people who were previously enslaved on the plantations.

While many of Mr. Taylor’s relatives worked in the sugarcane fields, his father got a job in a sugar refinery, which allowed Mr. Taylor to attend school. As a young man, Mr. Taylor became a professional musician, playing keyboard and bass guitar and leading two successful bands. The second, *Bobby Taylor and the Uniques*, played the clubs of New Orleans and the bayou, touring all of southeastern Louisiana. Mr. Taylor’s musical career lasted 16 years; it was cut short when Black bands were banned from clubs in the backlash against the Civil Rights Movement.

Undeterred, Mr. Taylor sought another source of income for his growing family. He pivoted into electrical, heating, and air services, eventually rising to become a general contractor. This allowed him to build a fine house for his wife and four children. He thought the house would be an investment in their future—a place where the family could live for generations. They moved into the home in 1968, the same year that DuPont began operating in the parish. The DuPont plant—later replaced by the Denka Performance Elastomer plant, commonly known as “DuPont Denka”—would ruin his dream.

The plant began emitting impermissible levels of toxic chloroprene, and his family members suffered. His youngest daughter, born the same year the chemical plant began dumping chloroprene into the atmosphere, suffers a rare autoimmune condition that doctors attribute to the chemical exposure.

The situation came to a head in 2016 when Mr. Taylor returned from work to find his wife gravely ill. He called 911, tipping off a domino effect of events that led to the formation of Concerned

Citizens. One of their top concerns was, and remains, the effects of chloroprene and other toxic emissions on the 400-500 students of the fifth ward elementary school, which sits only 1,500 feet from the plant's fenceline. On one day in 2017, the chloroprene levels were some 775 times higher than the Environmental Protection Agency (EPA) recommended guideline.

For these children and the families for whom St. John has been home for generations, Mr. Taylor refuses to give up. Mr. Taylor remembers his aunt and uncle, cousins, mother, brother, and nephew, all of whom died of cancer. He thinks of his wife who was diagnosed but survived, and of his grand-nephew, who was diagnosed with cancer in his 30s. Mr. Taylor's top goal at this point is to end the community's exposure to poisonous pollutants—in the air, water, and ground. He believes industries should not be allowed to enter a community until they can prove that their operations are safe for everyone. He is determined to end the legacy that allows state and local government and industry to turn a blind eye to the poisoning of Black communities.

Together with the activists of Concerned Citizens, he is working with the EPA, elected officials, and others to raise awareness of the toxic environment to which he and his neighbors are being subjected. Mr. Taylor invites all to join with Concerned Citizens as they continue to educate and advocate for a better future—one based on health and wellness for all.

**Elica M. Moss**

Department of Natural Resources and Environmental Sciences  
Alabama Agricultural and Mechanical University  
P. O. Box 1208, Normal, Alabama 35762  
Phone: (256) 372-8219: Elica.moss@aamu.edu

**Professional Preparation**

Specialization - Johns Hopkins University (Epidemiology for Public Health Practice, 2020)

Ph. D. - Michigan State University (Crop and Soil Science Microbial Ecology/Environmental Toxicology, 2004)

B.S. -Alabama A&M University (Environmental Science/Chemistry, 1998)

**Appointments**

·*Research Assistant Professor, Environmental Health Science Coordinator*, Department of Biological and Environmental Sciences (BES), November 2004 – Present, Alabama A&M University

·*Research Scientist*, 1998 Michigan State University

·*Research Scientist*, 1997 Purdue University

·*Research Scientist*, 1996 Purdue University

·*Research Scientist*, 1995 University of Illinois-Urbana

**Products**

**Elica M. Moss** (2021). Disproportionate air pollution exposure in African-American communities. Research and Innovation News. Open Access Government. July 2021.

<https://edition.pagesuiteprofessional.co.uk/html5/reader/production/default.aspx?pubname=&edid=495ff911-c4a4-496c-97fe-cf23fe53ec66>

**Elica M. Moss** (2021). Water quality research in the U.S. Research and Innovation News. Open Access Government. December 2021.

<https://www.openaccessgovernment.org/water-quality-research/126415/>

**Elica M. Moss** (2021). *Escherichia coli* Relationship with Land Use, Seasonality and Physiochemical Parameters in a Tennessee River Tributary. University of Miami, Miller School of Medicine. (Presentation/Seminar)

**Elica M. Moss** (2020). Changing the Landscape of Microbiology. Research and Innovation News. Open Access Government. December 2020.

**Elica M. Moss** (2020). Training a New Generation of Skilled Environmental Scientists. Scientia. <https://doi.org/10.33548/SCIENTIA521>).

Okweye P, Golson-Garner K, **Moss E**. Distribution of Mercury in Flint Creek Watershed: Implications for Mercury Bioaccumulation. J Environ Chem Toxicol 2020;4(2):1.

Venkateswara R.Sripathi, Yongwook Choi, Zachary B. Gossett, David M. Stelly, **Elica M. Moss**, Christopher D. Town, Lloyd T. Walker, Govind Sharma and Agnes P. Chan. 2018. Identification of microRNAs and their targets in four Gossypium species using RNA sequencing. Current Plant Biology. V. 14: 2018. p. 30-40.

Zhang, Z., Huang, Y., Xu, C.-Y., Chen, X., **Moss, E. M.** et al. (2016). Analysis of Poyang Lake water balance and its indication of river–lake interaction. SpringerPlus, 5(1), 1555. <https://doi.org/10.1186/s40064-016-3239-5>.

Zengxin Zhang, Qiu Jin, Xi Chen, Chong-Yu Xu, Sheng Chen, **Elica M. Moss** and Yuhang Huang. “Evaluation of TRMM Multisatellite Precipitation Analysis in the Yangtze River Basin with a Typical Monsoon Climate,” Advances in Meteorology, vol. 2016, Article ID 7329765, 13 pages, 2016. doi:10.1155/2016/7329765.

Paul Okweye, Karnita Garner, **Elica M. Moss** and Anthony Overton. 2016. Factor-Cluster Analysis and Effect of Particle Size on Total Recoverable Metal Concentration in Sediments of the Lower Tennessee River Basin. Journal Computational Water, Energy, and Environmental Engineering (CWEEE). 5, 10-26.

**Elica M. Moss** (2013). Flourishing careers in agricultural sciences. International Innovation. (Aug. 2013), 44, ISSN: 2051-8528.

Seloame T. Nyaku, Venkateswara R. Sripathi, Graham Wiley, Fares Z. Najjar, Leland J. Cseke, Govind C. Sharma, Bruce A. Roe, Sarah Beth Cseke, **Elica Moss**, Ramesh V. Kantety. 2013. The Expressed Parasitism Genes in the Reniform Nematode (*Rotylenchulus reniformis*). American Journal of Plant Sciences. 4; 780-791.

Benedict C Okeke; Sue Thomson, PhD; **Elica M Moss, PhD**. Evaluation of Water Quality Indicator Bacteria Before and After Water Treatment. Science of the Total Environment. 409 (2011) 4979-4985.

## **SYNERGISTIC ACTIVITIES**

Throughout my tenure, I have served as coordinator of the Environmental Health Science Program, the National Science Foundation (NSF) sponsored Research Experiences for Undergraduates (REU) program in China, NSF’s Undergraduate Research and Mentoring Program and the BES Scholar’s program and the recently funded \$1.3 mil NSF S-STEM Grant which offers scholarships to incoming Freshmen. I currently teach Environmental Toxicology, Hazardous Waste Management, Environmental Health Science, and Epidemiology. I also serve as advisor to the Environmental Science Club at AAMU, Advanced Placement Environmental Science Standards Setting Committee, conducted Teacher Training Workshop in Agricultural and Environmental Sciences, and serve as the Dolphin Island Sea Lab Liaison Officer, Marine Environmental Science Consortium of Alabama. I was selected as a Preparing Organizational Leaders in Agriculture (POLA) Fellowship Academy that teaches faculty how to use case studies contextualized in agricultural disasters to embed and develop the leadership skills of students studying agriculture. I have worked with the Deep South Center for Environmental Justice for about seven years and currently serve as faculty liaison for Mobile (Africatown) Gulf Coast Consortium, HBCU-CBO partnerships in Houston, New Orleans, Gulfport, Mobile and Pensacola.

NAME: Morewell Gasseller

POSITION TITLE &amp; INSTITUTION: Assistant Professor, Xavier University of Louisiana

**A. PROFESSIONAL PREPARATION**

(see PAPPG Chapter II.C.2.f.(i)(a))

INSTITUTION	LOCATION	MAJOR/AREA OF STUDY	DEGREE (if applicable)	YEAR (YYYY)
University of Zimbabwe	Harare, Zim	Mathematics and Physics	BS	1991
University of Zimbabwe	Harare, Zim	Physics	BS	1993
University of Zimbabwe	Harare, Zim	Applied Physics	MS	1996
Michigan State University	East Lansing, MI	Physics	MS	2004
Michigan State University	East Lansing, MI	Physics	PHD	2010

**B. APPOINTMENTS**

(see PAPPG Chapter II.C.2.f.(i)(b))

From - To	Position Title, Organization and Location
2017-present	GLOBE coordinator at Xavier University of Louisiana, New Orleans, LA
2015-present	Assistant Professor, Xavier University of Louisiana, New Orleans, LA
2011-2015	Assistant Professor, Mercyhurst University, Erie, PA
2009-2011	Visiting Professor, Grand Valley State University, Allendale, MI
2004-2009	Graduate teaching Assistant, Michigan State University, East Lansing, MI
1996-2002	Lecture, Bindura University, Bindura, Zimbabwe

## **C. PRODUCTS**

(see PAPPG Chapter II.C.2.f.(i)(c))

### **Products Most Closely Related to the Proposed Project**

1. Bradley, M., Gasseller, M., Measurement of Aerosols Optical Thickness of the Atmosphere using the GLOBE Handheld Sun Photometer. J. Vis. Exp. (147), e59257, doi:10.3791/59257 (2019).
2. M. Bradley, B. Sevalia, and M. Gasseller, An overview of handheld sun photometer measurements of atmospheric aerosols in New Orleans, Louisiana: A case study of the Xavier University study site, IOP Conf. Ser.: Earth Environ. Sci. 289 012003. (2019)
3. Maryssa Bradley and Morewell Gasseller, Research and Teaching approach to Environmental Studies, Academic Exchange Quarterly, ISSN 1096-1453 Volume 23, Issue 1.(2019)

### **Other Significant Products, Whether or Not Related to the Proposed Project**

1. STM Image Artifacts On Highly Ordered Pyrolytic Graphite that could be mistaken for Carbon Nanotubes: M. Gasseller and Jessica Ritchie, US-China Physics Education Review A&B Vol.6, 4/2016.
2. Scanning-probe single-electron capacitance spectroscopy: Kathleen A. Walsh<sup>1</sup>, Megan E. Romanowich, Morewell Gasseller, Irma Kuljanishvili, Raymond Ashoori, Stuart Tessmer, and J. Vis. Exp. (77), e50676, doi:10.3791/50676 (2013).
3. M. Gasseller, S.H. Tessmer, S. Rogge, R. Loo, and M. Caymax, Scanning Probe Spectroscopy of Individual Dopants in Silicon, Nano Letters 11, 5208–5212 (2011).

## **D. SYNERGISTIC ACTIVITIES**

(see PAPPG Chapter II.C.2.f.(i)(d))

1. Designed and ran the Advanced Earth Science course at Xavier: Students Used handheld sun photometers to establish the seasonal variation of atmospheric aerosols at Xavier University of Louisiana in New Orleans.
2. Started the Saturday Morning Science@XULA program: Middle school to high school students from the Greater New Orleans area come to Xavier every Saturday for Science hands on activities.
3. Designed and constructed a fully thermally compensated cryogenic scanning probe microscope. (Michigan state University, 2004-2010)
4. Energy conservation in domestic refrigerators: Designed a novel instrument to measure the thermal conductivity of the foam used for insulation in domestic refrigerators (University of Zimbabwe, 1994-1996)



David A. Padgett  
3500 John Merritt Boulevard – Box 9538  
Nashville, Tennessee 37209  
615-516-8364/dpadgett@tnstate.edu

**a. Professional Preparation**

Western Kentucky University	Geography	B.S., 1987
University of Florida, Gainesville	Geography	M.S., 1992
University of Florida, Gainesville	Geography	Ph.D., 2001

**b. Appointments**

2005- present -Associate Professor of Geography, Tennessee State University 2012-2013 –  
Visiting Assistant Professor, Vanderbilt University  
1999-2005 – Assistant Professor of Geography, Tennessee State University  
1998-1999 – Visiting Assistant Professor of Environmental Studies, Oberlin College 1996-1998 –  
Instructor of Geology, Vanderbilt University  
1994-1998 – Assistant Professor of Environmental Geography, Austin Peay State University

**c. Publications**

Padgett, D.A., Solis, P., Adams, J.K., Duram, L.A., Hume, S., Kuslikis, A., Lawson, V., Miyares, I.M., and Ramirez, A. “Diverse Experiences in Diversity at the Geography Department Scale,” The Professional Geographer online edition, January (2013).

Padgett, D.A., Marsh, E., Harper, J., and Robinson, C. “Green Careers Curriculum Manual: Improving Access to Green Careers through Environmental Science and Engineering at Historically Black Colleges and Universities,” U.S. Environmental Protection Agency (EPA 904-B-12-001), January (2012).

"Teaching Race, Class, and Cultural Issues in Earth Science to Enhance Multicultural Education Initiatives," Journal of Geoscience Education, vol. 49, no. 4, (2001), pp. 364-369.

**d. Synergistic Activities**

November 2020-Present – Consultant, Community Air Quality Sensor Training and Community Air Quality Mapping, Air Alliance Houston, Houston, Texas.

October 2019–Present – Consultant, Community Asset Mapping, Catalyst Miami, Inc., Miami, Florida.

January 2018-present – Geographic Information Systems Consultant – “WeGlobal Research Project on African Americans Living Abroad,” Washington, DC.

August 2018 – Present – Faculty Mentor, U.S. Department of Energy Environmental Justice Scholars Program, Tennessee State University, Nashville, Tennessee

January-September 2019 – Faculty Mentor, U.S. Forest Service 1890 Environmental Justice Academy, Tennessee State University, Nashville, Tennessee

September 2017-present – Geographic Information Systems (GIS) and Citizen Science Implementation Consultant – “HBCU-Community Based Organization (CBO) Gulf Coast Consortium Project,” Texas Southern University, Houston, Texas.

October 2017-present – Geographic Information Systems (GIS) Consultant – “Nashville Longitudinal Study of Youth Safety and Wellbeing,” Vanderbilt University, Nashville, Tennessee.

January 2016-July 2018 – Co-PI – “Backpacks to Briefcases: A Social Media Platform Integrating Career Curriculum, Coaching, Concepts and Connections,” Career Pathways Initiative Grant Program, United Negro College Fund, Washington, DC – (\$2,150,000.00)

June 2015-present – Co-PI – “Mission Earth. Fusing GLOBE with NASA Assets to Build Systemic Innovation in STEM Education,” NASA, Washington, DC - (\$723,000.00).

#### **e. Awards**

2019 – American Geographic Society EthicalGEO Fellowship Award – for project “Democratizing Geospatial Technology: A Model for Providing Technical Assistance in Community Based Participatory Mapping to Environmental Justice Stakeholder Communities,” American Geographical Society, New York, New York.

2019 - American Association of Geographers Presidential Achievement Award – for “significant contributions in advancing geography, GIS, and STEM education within the Historically Black College and University,” American Association of Geographers, Washington, DC.

2020 – Youth Learning as Citizen Environmental Scientists (YLACES) Youth Environmental Science (YES) Medal for “significant contributions to youth learning environmental science.” Includes \$10,000 re-grant to organizations involving youth in environmental science, Youth Learning as Citizen Environmental Scientists, Inc., Washington, DC.

#### **f. Background Sketch**

**David A. Padgett** is an Associate Professor of Geography, and Director of the Geographic Information Sciences (GISc) Laboratory at Tennessee State University (TSU) in Nashville, Tennessee. He has developed a Geography/ Environmental Justice curriculum with a strong emphasis upon service learning. He has previously developed and taught geography and geographic information systems (GIS)-related courses at Austin Peay State University (Tennessee) and Oberlin College (Ohio). He has conducted faculty GIS workshops at the annual HBCU Faculty Development Conference, the National Service Learning Conference and at several colleges and universities including Howard University, Virginia State University, and the Charles R. Drew University of Science and Medicine. Since establishing the GISc Lab in the summer of 2000, Padgett has supervised several undergraduate research assistants on a variety of service learning projects the topics of which include: community-based global positioning systems (GPS) mapping to improve public transit accessibility, GIS-supported homeless population mapping, and GIS mapping of Nashville’s Red Cross emergency shelters. The GISc Lab has developed working relationships with a variety of grassroots groups, non-profit organizations, and government agencies. Many of the students Padgett has taught over the past 20 years have graduated and are now gainfully employed in environmental science and GIS-related occupations.

## **Other Support Documents**

References Cited

Clarity, Inc. Quote

## References

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- (2) Surviving Cancer Alley, The Stories of Five Communities. Deep South Center for Environmental Justice; report supported by the Climate Advocacy Lab. August 21, 2020.
- (3) <https://www.deq.louisiana.gov/index.cfm?md=pagebuilder&tmp=home&pid=denka>.
- (4) Concerned Citizens of Norco et al, Shell-Norco: Toxic Neighbor, 1999, p. 5.
- (5) The Economic Impact of the Oil and Natural gas Industry in Louisiana. Louisiana Mid-Continent Oil & Gas Association & American Petroleum-Institute. ICF. 10/05/2020.  
<https://www.lmoga.com/assets/uploads/documents/LMOGA-ICF-Louisiana-Economic-Impact-Report-10.2020.pdf>.
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<https://www.humanrightsnetwork.org/press/2021/3/22/study-finds-high-cancer-risk-near-plant-in-a-majority-black-part-of-st-john-the-baptist-parish>.
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- (9) <https://theintercept.com/2022/03/17/epa-cancer-chloroprene-denka/>.
- (10) [https://www.theadvocate.com/baton\\_rouge/news/article\\_c58e7f22-3997-11ec-909f-9bdd7461a90c.html](https://www.theadvocate.com/baton_rouge/news/article_c58e7f22-3997-11ec-909f-9bdd7461a90c.html).
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- (12) <https://www.independent.co.uk/climate-change/cancer-alley-louisiana-oil-gas-b1846277.html>.
- (13) <https://www.lobserveur.com/2022/01/01/the-descendants-project-awarded-major-grants-philanthropists-donors-look-partnerships-to-help-residents-protect-their-communities/>.
- (14) <https://www.theatlantic.com/culture/archive/2021/05/louisiana-chemical-plants-thriving-off-slavery/618769/>.
- (15) Interview with Robert Taylor. Interviewer: Aaron Rome. March 11, 2022.
- (16) <https://www.nrdc.org/stories/environmental-justice-advocate-inspires-others-become-agents-change>.
- (17) <https://www.epa.gov/newsreleases/epa-establishes-internal-council-identify-opportunities-greater-partnership>.
- (18) Cumulative Impacts, Recommendations for ORD Research. United States Environmental Protection Agency. Office of Research and Development. January 2022.
- (19) Giang A, Castellani K. Cumulative air pollution indicators highlight unique patterns of injustice in urban Canada. Environmental Research Letters, Volume 15, Number 12. December 15, 2020.
- (20) Stokes EK, Zambrano LD, Anderson KN, et al. Coronavirus Disease 2019 Case Surveillance — United States, January 22–May 30, 2020. MMWR Morb Mortal Wkly Rep 2020;69:759–765. DOI: <http://dx.doi.org/10.15585/mmwr.mm6924e2external> icon.

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- (28) Burnett J., Penaloza M., Descendants Of Slaves Say This Proposed Grain Complex Will Destroy The Community. National Public Radio, All Things Considered. June 7, 2021. <https://www.npr.org/2021/07/07/1012609448/descendants-of-slaves-say-this-proposed-grain-factory-will-destroy-the-community>.
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- (31) Wright, B.H., Bullard, R.D., & Johnson, G.S., (1997). "Confronting Environmental Injustice," [Special Issue]. *Journal of Race, Gender, and Class*, 5, 65-79.

**Clarity Movement Co.**

808 Gilman Street  
Berkeley, CA 94710



## Estimate

**ADDRESS**

Deep South Center for  
Environmental Justice

**SHIP TO**

New Orleans, LA

**ESTIMATE #** 1856**DATE** 03/15/2022

ACTIVITY	QTY	RATE	AMOUNT
<b>Clarity Node-S Non-inventory</b> Clarity Node-S with PM2.5, NO2, Temperature, and Relative Humidity; Solar Panel + Battery; Cellular Communication	1	0.00	0.00
<b>Clarity Data License</b> Service Subscription Per Node (x1 year) including Clarity hardware, Clarity Dashboard, APIs, and Clarity air quality expert support service	1	1,200.00	1,200.00
<b>Service Discount</b> Service Discount (20%)	1	-240.00	-240.00

Written acceptance or submitted purchase order of this estimate  
incorporates by reference acceptance of the attached Terms of Use  
and Service agreement. If you take exception to any terms, please  
email [admin@clarity.io](mailto:admin@clarity.io).

The customer may be required to remit sales tax even if Clarity does  
not collect it.

SUBTOTAL	960.00
TAX	0.00
SHIPPING	193.87
TOTAL	<b>USD 1,153.87</b>

Accepted By

Accepted Date

**Clarity Movement Co.**

808 Gilman Street  
Berkeley, CA 94710



## Estimate

**ADDRESS**

Deep South Center for  
Environmental Justice

**SHIP TO**

New Orleans, LA

**ESTIMATE # 1857****DATE 03/15/2022**

ACTIVITY	QTY	RATE	AMOUNT
<b>Clarity Node-S Non-inventory</b> Clarity Node-S with PM2.5, NO2, Temperature, and Relative Humidity; Solar Panel + Battery; Cellular Communication	1	0.00	0.00
<b>Clarity Data License</b> Service Subscription Per Node (x1 year) including Clarity hardware, Clarity Dashboard, APIs, and Clarity air quality expert support service	1	1,200.00	1,200.00
<b>Wind Module Integration</b> Service Subscription Per Node (x1 year) including Clarity hardware, Clarity Dashboard, APIs, and Clarity air quality expert support service	1	1,800.00	1,800.00
<b>Service Discount</b> Service Discount (20%)	1	-600.00	-600.00

Written acceptance or submitted purchase order of this estimate  
incorporates by reference acceptance of the attached Terms of Use  
and Service agreement. If you take exception to any terms, please  
email [admin@clarity.io](mailto:admin@clarity.io).

SUBTOTAL	2,400.00
TAX	0.00
SHIPPING	290.80
<b>TOTAL</b>	<b>USD 2,690.80</b>

The customer may be required to remit sales tax even if Clarity does  
not collect it.

Accepted By

Accepted Date

Clarity Movement Co.  
Sales Terms

These Sales Terms ("Sales Terms") apply by and between Customer and Clarity Movement, Co. whose principal place of business is 808 Gilman Street Berkeley, CA 94710, USA ("Clarity") and you (also referred to as "Customer") when purchasing Clarity hardware products ("Products") from Clarity via the online store on our website at <https://clarity.io/> ("Site") or through a signed Clarity Order Form for use with the of Clarity's proprietary hosted service for monitoring the Products (the "Service"). Please carefully read these Sales Terms. By submitting an order for Products, either through the Site or an Order Form (each an "Order"), Customer is agreeing to be legally bound by these Sales Terms. IF YOU DO NOT UNDERSTAND OR ACCEPT ANY PART OF THESE SALES TERMS, DO NOT PLACE AN ORDER FOR THE PRODUCTS.

1. **Orders.** Upon receipt of Customer's Order, Clarity reserves the right, at its sole discretion, to accept or reject such Order at any time and for any reason prior to shipment. For instance, Clarity may reject an Order if (i) the quantity of Products ordered exceeds the number of Product available; (ii) additions, deletions or other changes have been made to applicable Order Form; or (iii) Customer's shipping or billing address are not in a country from which the Product may be purchased. Clarity will use reasonable commercial efforts to notify Customer in the event an Order is rejected with an email detailing the reasons for the rejection. If Customer's Order is accepted, Clarity will send a confirmation email confirming which will include an Order reference number that Customer can refer to in follow-up communications. Once Clarity has accepted an Order, the purchase price for the Order is non-cancellable and non-refundable except as otherwise expressly provided in these Sales Terms or as otherwise required by law.
2. **Price.** The Product prices set forth in the Order Form or posted on the Site do not include any shipping charges or taxes. Customer is responsible for all costs incurred in shipping the Products to the shipping address designated by Customer, including, without limitation, all freight charges, insurance, excise, sales, use, and other taxes or duties. Applicable shipping charges and taxes will be presented upon checkout from Clarity's online store at the Site or otherwise described on the applicable Clarity quotation or Order Form for the Products.
3. **Price Changes.** All prices displayed by Clarity online are subject to change at any time without notice. Quotations prices are subject to change after expiration of the quotation. Product price changes do not affect the prices of any Order for Products that has been previously submitted and/or already accepted by Clarity when the price change takes effect.
4. **Payment.** By placing an Order for Products, Customer agrees to pay Clarity the applicable purchase price for the Products (including any shipping charges and taxes). For orders placed through the online store at the Site, Customer shall make payment using one of the approved payment vendors made available to Customer during the checkout process of the online store. For signed Clarity Order Forms, invoices will be sent to the billing contact identified in the Order Form and all amounts are due and payable within thirty (30) days from invoice date unless otherwise agreed in writing by Clarity and Customer. Payment will be charged or invoiced, as applicable, upon shipment of the Product to Customer. If the payment method Customer provides cannot be verified, or is invalid, delayed or otherwise not acceptable to Clarity, Customer's Order may be suspended until Customer resolves such problem or the Order is cancelled. Delinquent payments shall bear interest at the rate of one percent (1%) per month (or if less, the highest rate permitted by law) from the payment due date until paid in full.



5. **Shipping and Delivery.** Any estimated arrival or delivery date for shipping the Products provided by Clarity is not a guaranteed delivery date for Customer's order. Clarity will notify Customer if Product shipment will be delayed more than five (5) business days beyond the delivery window originally provided by Clarity. Title for Products purchased and risk of loss passes to Customer at the time of delivery by Clarity or its supplier to the freight carrier.
6. **Personal Data.** Customer acknowledges and agrees that Clarity may store, share, process and use data collected from Customer's Order or otherwise provided by phone, fax or email for the purposes of processing the order. Clarity describes all policies related to its collection and use of personal data in its current Privacy Policy at <https://clarity.io/privacy-policy>, which is incorporated into these Sales Terms by this reference and which may be update from time to time in accordance with the terms of the Privacy Policy.
7. **Product Installation and Use.** Customer should carefully read any instructions that come with the Product, including instructions or other documentation that may be available online at Clarity's Site. Clarity is not responsible for any injury or damage caused by Customer or its installer's installation of the Product. Purchases of the Products are intended for end users only, and are not authorized for resale. Certain features of the Product may require an internet connection and Customer's purchase of additional Clarity hosted services ("Service"). Clarity's provision of the Service to Customer is subject to additional fees and the Clarity Service Terms (a current copy of which is available at <https://clarity.io/service-terms>).
8. **Product Updates.** Clarity may from time to time develop and make available to customers patches, bug fixes, updates, upgrades and other modifications ("Updates") to improve the performance of the Products and/or to make the best possible use of the functionality of Product and related Clarity Service. Use of Updates may be subject to additional licensing terms. Subscription to the Service may automatically install such Updates on the Product without any additional notice. Customer acknowledges and consents to automatic updates of the Product.
9. **Proprietary Rights.** Clarity and its licensors own all patent, trademark, copyright, trade secret, or other proprietary or intellectual property right applicable to the Product, and the software therein. Customer agrees not to remove or obscure any copyright, patent, trademark, trade secret, restricted or limited rights, export restriction or similar notice affixed to any Product. Subject to these Sales Terms, Clarity grants Customer a limited, non-transferable, non-exclusive right to use the object code version of the software embedded in the Product solely for Customer's internal business purposes.
10. **Product Warranty.**
  - a. **Limited Warranty:** Clarity warrants to Customer that the Product shall be substantially free of defects of materials and workmanship under normal use for the duration of Company's paid subscription to the Service ("Warranty Period").
  - b. **Exclusions.** Notwithstanding the foregoing, this limited warranty shall not apply to: (a) any Product that has been customized, altered or repaired by anyone other than Clarity or its authorized representative; (b) any Product that has been subjected to abuse, misuse, neglect, accident, physical damage, abnormal operation, improper handling and storage, exposure to fire, fluids, biological waste, hazardous materials, chemicals, excessive moisture or dampness, extreme changes in climate or temperature or other conditions beyond Clarity' published limitations for the Product (including, without limitation, environmental conditions and power

- requirements); (c) any use or operation of the Product other than in accordance with Clarity's instructions and published specifications for the Product and these Sales Terms; (d) breakdowns, fluctuation or interruptions in electric power or the telecommunications network, (e) any non-Clarity products, even if packaged or sold with Clarity hardware.
- c. Remedies. Purchaser's sole and exclusive remedy and Clarity's and its suppliers sole and exclusive liability for a breach of this limited warranty shall be, at Clarity's sole discretion, commercially reasonable efforts to repair or replace the non-conforming Product, or in the event Clarity is unable to repair or replace the non-conforming Product, refund the purchase price for such Product. Repair or replacement may be made with a new or refurbished product or components. If the Product or a component within it is no longer available, Clarity may, at its sole discretion, replace the Product with a similar product of similar function. Any Product that has been repaired or replaced under this limited warranty will be covered by the terms of this limited warranty for the remainder of the original Warranty Period.
  - d. RMA Procedures. To make a warranty claim, Customer must contact Clarity within the Warranty Period and obtain a Return Materials Authorization ("RMA") from Clarity customer service. Customer shall return the Product with the RMA and all included accessories (and any promotional merchandise supplied with the Product) within the fourteen (14) days following the RMA issuance. If Clarity determines the Product is ineligible under this limited warranty, Customer will be responsible for all costs associated with returning the Product (including uninstallation and the cost of shipping the Product back to Clarity) and Clarity's return shipping back to Customer of such ineligible Products.
  - e. Warranty Disclaimers. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THIS LIMITED WARRANTY IS IN LIEU OF ANY OTHER WARRANTY, WHETHER EXPRESS, IMPLIED OR STATUTORY, WRITTEN OR ORAL (INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT) WITH RESPECT TO THE PRODUCT, THE MANUFACTURE, SALE, SUPPLYING OR FAILURE OR DELAY IN SUPPLYING OF THE PRODUCT OR THE USE, RESULTS OR DISPOSITION OF THE PRODUCT. CLARITY DOES NOT REPRESENT, WARRANT OR GUARANTEE THAT CUSTOMER'S USE OF THE PRODUCT WILL BE ERROR-FREE OR THAT THE PRODUCT COMPLIES WITH ANY LOCAL OR STATE REQUIREMENTS, INCLUDING, WITHOUT LIMITATION, ENVIRONMENTAL REGULATIONS.
11. Compliance with Laws. The Products are designed and certified for use in specific countries and Customer agrees to only use the Product in a location for which it has been certified. For information on current certifications for the Product, contact us at [contact@clarity.io](mailto:contact@clarity.io). Additionally, there may be laws, regulations, ordinances, building codes and other similar requirements applicable to where and how to install or use that Product in the jurisdiction in which Customer is located. It is solely Customer's responsibility to determine and ensure that its use complies with all applicable laws, regulations and ordinances. In addition, the Products may be subject to import and export laws and regulations in the United States and elsewhere. Customer must comply with all domestic and international import and export laws and regulations that apply in connection with the Products and accepts responsibility for its use of the Products outside the United States.
  12. Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL (A) CLARITY OR ITS SUPPLIERS BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, OR INCIDENTAL DAMAGES, INCLUDING ANY DAMAGES TO CUSTOMER OR ANY THIRD PARTIES FOR LOST DATA OR LOST PROFITS, ARISING FROM OR RELATING TO THE MANUFACTURE, SALE, SUPPLYING OR FAILURE OR DELAY IN SUPPLYING OF THE PRODUCT OR THE USE OF THE PRODUCT OR RESULTING DATA, WHETHER BASED UPON WARRANTY, CONTRACT, TORT, STRICT

LIABILITY OR OTHERWISE, EVEN IF CLARITY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES, AND (B) CLARITY AND ITS SUPPLIERS' TOTAL CUMULATIVE LIABILITY ARISING FROM OR RELATED TO THE PRODUCTS, WHETHER IN CONTRACT OR TORT OR OTHERWISE, EXCEED THE FEES ACTUALLY PAID BY CUSTOMER TO CLARITY FOR THE PRODUCT AT ISSUE IN THE PRIOR SIX (6) MONTHS (IF ANY). THIS LIMITATION IS CUMULATIVE AND WILL NOT BE INCREASED BY THE EXISTENCE OF MORE THAN ONE INCIDENT OR CLAIM. This Section and all limitations will apply even if the above stated remedy fails of its essential purpose or if the other party knew or should have known of the possibility of such damages.

13. **Export.** In addition, the Products may be subject to import and export laws and regulations in the United States and elsewhere. Customer must comply with all domestic and international import and export laws and regulations that apply in connection with the Products and accepts responsibility for its use of the Products outside the United States.
14. **Notifications.** By submitting an order for Products, Customer consents to receiving certain electronic communications from Clarity as further described in Clarity's Privacy Policy. Please read the Privacy Policy to learn more about choices regarding Clarity's electronic communications practices. Clarity may provide notifications to Customer as required by law or for marketing or other purposes via (at its option) email to the contact email associated with Customer's Clarity account, hard copy, or posting of such notice on the Clarity websites. Customer agrees that any notices, agreements, disclosures, or other communications that Clarity sends to Customer electronically will satisfy any legal communication requirements, including that such communications be in writing. Clarity is not responsible for any automatic filtering Customer or its network provider may apply to email notifications.
15. **Force Majeure.** Clarity will not be liable or responsible for any failure to perform, or delay in performance of, any of Clarity's obligations under a contract that is caused by an act or event beyond Clarity's reasonable control, including without limitation acts of God, strikes, lock-outs or other industrial action by third parties, civil commotion, riot, terrorist attack, war, fire, explosion, storm, flood, earthquake, epidemic or other natural disaster, failure of public or private telecommunications networks or impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.
16. **Governing Law and Jurisdiction.** These Sale Terms shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflicts of laws principles. Customer agrees to submit to the personal jurisdiction of the state and federal courts in or for San Francisco, California for the purpose of litigating all such claims or disputes.
17. **General.** These Sales Terms, together with the Privacy Policy and any other agreements expressly incorporated by reference into these Sales Terms, are the entire and exclusive understanding and agreement between Customer and Clarity regarding Customer's offer to purchase a Product and the other matters described in these Sales Terms. These Sales Terms may be amended only by a written agreement signed by authorized representatives of the parties to these Sales Terms. Customer may not assign its rights under these Sales Terms without Clarity's prior written consent. Customer expressly agrees and acknowledges that Sales Terms inures to the benefit of Clarity, its affiliates, transferees, and successors. If any provision of these Sales Terms shall be held illegal,

unenforceable, or in conflict with any law of any authority having jurisdiction over these Sales Terms, the validity of the remaining portions or provisions hereof shall remain in full force and affect. Failure or delay by us to enforce any these Sales Terms will not constitute a waiver of either party's rights against the other and does not affect a party's right to require future performance under these Sales Terms.

Clarity Movement Co.  
Service Terms

These Service Terms ("Service Terms") apply by and between Customer and Clarity Movement, Co. whose principal place of business is at 808 Gilman Street Berkeley, CA 94710, USA ("Clarity") and you (also referred to as "Customer") when purchasing a subscription to Clarity's software-as-a-service tool for monitoring Clarity hardware products to the extent applicable to your order from Clarity. Please carefully read these Service Terms. By submitting an order for the Service, Customer is agreeing to be legally bound by these Service Terms in addition to Clarity Service Terms. IF YOU DO NOT UNDERSTAND OR ACCEPT ANY PART OF THESE SERVICE TERMS, DO NOT PLACE AN ORDER FOR THE SERVICE.

1. DEFINITIONS.

- a. "Authorized Users" means Customer's employees and other individuals who Customer has authorized to use the Service.
- b. "Documentation" means the online guides, and documentation made available by Clarity relating to the deployment and use of the Software, as may be updated by Clarity from time to time.
- c. "Fees" means the fees and expenses set forth in each Order.
- d. "Intellectual Property Rights" means all forms of proprietary rights, titles, interests, and ownership relating to patents, copyrights, trademarks, trade dresses, trade secrets, know-how, mask works, moral rights, and all similar rights of every type that may exist now or in the future in any jurisdiction, including without limitation all applications and registrations therefore and rights to apply for any of the foregoing.
- e. "Order" means an order form entered into by Clarity and Customer for Service and or any invoice in accordance with a quotation provided by Clarity, to which these Service Terms are incorporated by reference, either via the online store on Clarity's website or through a signed Clarity Order Form.
- f. "Product(s)" means Clarity's hardware product(s) purchased by Customer.
- g. "Product Data" means data collected and stored within a Product and/or transmitted to Clarity in the course of using the Service.
- h. "Usage Limitations" means monthly bandwidth caps and other limits and restrictions applicable to Customer's use of the Service, as set forth in an Order.
- i. "Service" means the version of Clarity's proprietary hosted service for monitoring the Products that is referred to in the applicable Order.
- j. "Site" means Clarity's website located at <https://clarity.io/> or such other URL referred to in the applicable Order.
- k. "Subscription Term" means the subscription term listed in an Order for the Service.

2. THE SERVICE.

- a. Provision of the Service. Subject to all terms and conditions of these Service Terms, Clarity grants Customer a non-transferable, non-exclusive, right during the Subscription Term to (i) access and use the Service set forth on the applicable Order Form solely for purpose of controlling and monitoring Customer's Products in accordance with the applicable Usage Limitations, and (ii) use,

and reproduce the reports provided by the Service, and distribute or publicly display such reports but not such reports in whole. Clarity reserves the right to modify and update the features and functionality of the Service from time to time. Except for as expressly set forth herein, Customer is solely responsible for purchasing and configuring all hardware, software, network connectivity and services (including Products) that may be necessary or desirable for Customer's use of the Service.

b. Restrictions. Customer agrees not to use the Service other than as authorized in its Order and these Service Terms. Except as expressly permitted under Section 2.a, Customer may not attempt to, nor allow any third party to: (i) resell, distribute, rent, lease, lend, sublicense, transfer or share the Service with any third party, (ii) decompile, reverse engineer, or disassemble or attempt to discover any source code for the technology which provides the Service or interfere with its functionality, (iii) access the Service for competitive purposes; (iv) modify, remove, or obscure any copyright, trademark, patent or other notices or legends that appear on the Service or during the use and operation thereof; (v) publicly disseminate performance information or analysis (including benchmarks) relating to the Service; (vi) disable or circumvent any security features of the Service or permit unauthorized access to the Service; (vii) access or use the Service for competitive purposes; or (viii) use the Service in a manner which violates or infringes any laws, rules, regulations, third party Intellectual Property Rights, or third party privacy rights. Customer may not use any automated means, including agents, robots, scripts, or spiders, to access or manage the Service, except solely to the extent as may be specifically enabled and authorized by Clarity in writing.

c. Accounts. Customer is responsible for any activity occurring under Customer's account and for the Authorized Users compliance with these Service Terms. Customer shall, and shall instruct its Authorized Users to, use all reasonable means to secure user names and passwords, and shall promptly notify Clarity if it suspects that any user name and password has been compromised.

d. Third Party Services and Modifications. The Service may include features or functionality that interoperate with online services operated by third parties (such services, "Third-Party Services"), pursuant to agreements between Clarity and the operators of such Third-Party Services (such agreements, "Third-Party Agreements" and such operators, "Operators") or through application programming interfaces or other means of interoperability made generally available by the Operators ("Third-Party APIs") which Clarity does not control. Third-Party Agreements and Third-Party APIs (and the policies, terms and rules applicable to Third-Party APIs) may be modified, suspended or terminated at any time. Any such modification, suspension or termination shall not affect any payment obligations under these Service Terms and Clarity shall have no liability with respect thereto. Without limiting the foregoing, Customer is responsible for ensuring that Customer's use of the Service in connection with Third-Party Services complies with all policies, terms and rules applicable thereto.

### 3. PROPRIETARY RIGHTS AND DATA

a. Clarity IP. Clarity and its licensors own all Intellectual Property Rights applicable to the Service (including without limitation all underlying technology used to provide of the Service, and any modifications or enhancements) and any other related materials provided by Clarity to Customer. Nothing herein shall be construed to transfer any rights, title or ownership of the Service Materials or any Clarity software, technology, materials, information or Intellectual Property Rights to Customer. Customer is not required to provide any ideas, feedback or suggestions regarding any of Clarity's products or services ("Feedback") to Clarity. If Customer elects to provide Feedback, Clarity may freely use and exploit in any manner such Feedback without payment of any royalties or other consideration to Customer or other obligations or restrictions.

b. Personal Data. Customer acknowledges and agrees that Clarity may store, share, process and use data collected from Customer's Order and the Authorized Users for the purposes of processing the Order and providing the Service. Clarity describes all policies related to its collection and use of data in its current Privacy Policy at <https://clarity.io/privacy-policy>, which is incorporated into these Service Terms by this reference and which may be update from time to time in accordance with the terms of the Privacy Policy.

c. Product Data. During the Subscription Term, Customer's Products, will collect Product Data which will be transmitted from Customer's Products to Clarity. As between the Clarity and Customer, Customer shall own all right, title and interest in the Product Data provided to Clarity and Customer hereby grants Clarity perpetual right to use, reproduce, modify, distribute the Product Data transmitted to Clarity for the purpose of (i) providing and improving the Service, (ii) as may be required by law or legal process, or (iii) in an aggregated and anonymized manner which does not specifically identify Customer or its Authorized Users. Product Data is private by default, which means that only Customer and its Authorized Users have access to the Product Data in Customer's Account and Clarity will not resell, reuse or distribute, or permit any third party to resell, reuse or distribute any of Company's Product Data, except that Customer can affirmatively select the option, in its sole discretion, to share its Product Data on Clarity's open data portal ("Open Map"), and upon such selection, Customer grants Clarity an irrevocable, perpetual, transferable, sublicensable and worldwide license under any rights Company owns such Product Data, to view, use, copy and distribute such Product Data. Any Product data licenses under the foregoing sentence will not be displayed or distrusted in a manner that is identified as being provided by Company.

4. **PAYMENT**. Customer agrees to pay Clarity the applicable purchase price for the Products (including any shipping charges and taxes). By placing an Order for Products, Customer agrees to pay Clarity the applicable purchase price for the Service set forth in the applicable Order (including any taxes). For orders placed through the online store at the Site, Customer shall make payment using one of the approved payment vendors made available to Customer during the checkout process of the online store. For signed Clarity Order Forms, invoices will be sent to the billing contact identified in the Order Form and all amounts are due and payable within thirty (30) days from invoice date unless otherwise agreed in writing by Clarity and Customer. Payment will be charged or invoiced, as applicable prior to shipment of the units of Products to Customer. Customer's use of the Service and access to data in Customer's account for the Service may be suspended by Clarity without notice with respect to the applicable units of Product if Clarity is unable to process Customer's payment for any reason or if Customer's account is more than thirty (30) days past due with respect to such units of Product. Delinquent payments shall bear interest at the rate of one percent (1%) per month (or if less, the highest rate permitted by law) from the payment due date until paid in full and Clarity shall be entitled to recover its costs of collection for all delinquent amounts that are more than thirty (30) days past due.

## 5. TERM; TERMINATION

a. Term. These Service Terms shall be start as of the initial Order Date, and (i) the initial subscription term for each Order Form shall start forty-five (45) days from the date of delivery of the applicable product and shall continue for the length subscription term specified in the applicable Order Form and (ii) after the initial subscription term under the applicable Order Form, these Service Terms shall automatically renew for successive one-year renewal terms unless either party provided written notice to the other party at least thirty (30) days prior to the start end of the then current subsection term that they have elected not to renew the applicable subscription term.

### b. Termination.

- i. Either party may terminate an individual Service Order in accordance with the termination

provisions (if any) described in the applicable Service Order.

- ii. Either party may terminate these Service Terms or any applicable Service Order effective immediately if the other party is in material breach of any obligation, representation or warranty hereunder and fails to cure such material breach (if capable of cure) within thirty (30) days (or ten (10) days in the event of breach of payment obligations) after receiving written notice of the breach from the non-breaching party.
- c. Suspension. Clarity may also terminate Customer's access to or use of the Service and/or terminate these Service Terms at any time if Clarity reasonably determines that (i) Customer is using the Service in a manner that creates a security vulnerability or harms Clarity's system or network; or (ii) Customer or any Authorized User attempts to access or use the Service in an unauthorized manner, or otherwise violates or infringes any laws, rules, regulations, third party Intellectual Property Rights, or third party privacy rights.
- d. Effect of Termination. All rights and obligations of the parties under Sections 3, 4, 5.d, and 7 through 16 shall survive expiration or termination of these Service Terms.

## 6. WARRANTIES

- a. Mutual Warranties. Each party represents and warrants to the other party that: (i) it has the full power and authority to enter into these Service Terms; and (ii) the performance of its obligations under these Service Terms does not violate any other agreement to which it is a party.
  - b. Service Warranty. Clarity warrants that during the applicable Subscription Term: (i) the Service will function substantially in accordance with the Documentation, and (ii) such functionality will not be materially decreased. Customer's sole and exclusive remedy for Clarity's breach of the foregoing warranty will be for Clarity to use commercially reasonable efforts to modify the Service to achieve in all material respects the warranted functionality and if Clarity cannot restore such functionality, Customer will be entitled to terminate the applicable Service Order and receive a pro rata refund of the unused Subscription Fees previously paid for the terminated portion of the then- current Subscription Term. Clarity shall have no obligation with respect to a warranty claim unless notified of such claim within sixty (60) days of the first instance of any material functionality problem. This Service warranty only applies if the Service has been used in accordance with the Documentation, these Service Terms, and applicable law.
7. DISCLAIMERS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE WARRANTY SET FORTH IN SECTION 6.B IS IN LIEU OF ANY OTHER WARRANTY, WHETHER EXPRESS, IMPLIED OR STATUTORY, WRITTEN OR ORAL (INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT) WITH RESPECT TO THE SERVICE. CLARITY DOES NOT REPRESENT, WARRANT, OR GUARANTEE THAT CUSTOMER'S USE OF THE SERVICE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR THAT THE OVERALL SYSTEM THAT MAKES THE SERVICE AVAILABLE (INCLUDING BUT NOT LIMITED TO THE INTERNET, OTHER TRANSMISSION NETWORKS, AND CUSTOMER'S LOCAL NETWORK AND EQUIPMENT) WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

CLARITY DOES NOT WARRANT THAT PERFORMANCE OF THE SERVICE OR PRODUCT COMPLIES WITH ANY LOCAL OR STATE REQUIREMENTS, INCLUDING, WITHOUT LIMITATION, ENVIRONMENTAL REGULATIONS. THE SERVICE ENABLES THE CUSTOMER TO COLLECT PRODUCT DATA REGARDING THE PRODUCTS AT THE LOCATION WHERE THE PRODUCTS ARE INSTALLED ("LOCATION"). ALL PRODUCT DATA COLLECTED BY CLARITY AND PROCESSED BY THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE". CLARITY CANNOT GUARANTEE THAT IT IS CORRECT OR UP TO DATE. IN CASES WHERE IT IS CRITICAL, ACCESSING PRODUCT DATA THROUGH THE SERVICE IS NOT A SUBSTITUTE FOR DIRECT ACCESS OF THE INFORMATION AT THE LOCATION. FURTHERMORE, CUSTOMER UNDERSTANDS THAT THE PRODUCTS AND SERVICE, WHETHER STANDING ALONE OR INTERFACED WITH THIRD-PARTY PRODUCTS OR SERVICES, ARE NOT SPECIFICALLY DESIGNED AS A LEGAL COMPLIANCE TOOL, INCLUDING WITH RESPECT TO



APPLICABLE LAWS RELATING TO AIR QUALITY AND MONITORING AT THE LOCATION. CUSTOMER MAY ELECT TO USE THE PRODUCTS FOR SUCH PURPOSES, HOWEVER IT IS CUSTOMER'S SOLE RESPONSIBILITY TO DETERMINE HOW TO ACT UPON THE DATA THE SERVICE PROVIDES.

CLARITY IS NOT RESPONSIBLE FOR THIRD PARTIES OR THEIR PRODUCTS AND SERVICES. CLARITY HEREBY DISCLAIMS AND CUSTOMER HEREBY DISCHARGES, WAIVES AND RELEASES CLARITY AND CLARITY'S SUPPLIERS, LICENSORS, PARTNERS, AFFILIATES, CONTRACTORS, EMPLOYEES AND AGENTS FROM ANY PAST, PRESENT, AND FUTURE CLAIMS, LIABILITIES, AND DAMAGES, KNOWN OR UNKNOWN, ARISING OUT OF OR RELATING TO CUSTOMER'S INTERACTIONS WITH SUCH THIRD PARTIES AND THEIR PRODUCTS AND SERVICES.

## 8. INDEMNIFICATION

a. Customer Indemnity. Customer agrees to, at its own expense, indemnify, hold harmless, defend and/or settle any claim, action or suit brought by a third party against Clarity or its directors, officers or employees ("Clarity Indemnitees") arising out of or relating to Customer's (i) use of the Products or Service in a manner which violates or infringes any laws, rules, regulations, third party Intellectual Property Rights, or third party privacy rights or (ii) publication, display or otherwise sharing access to Product Data (a "Claim").

b. Clarity Indemnity. Clarity agrees to, at its own expense, defend and/or settle any claim, action or suit brought by a third party against Customer, or its directors, officers and employees ("Customer Indemnitees"), arising from a third party claim that the Customer's operation of the Service infringes such third party's Intellectual Property Rights (unless Customer's use of the Service was in a manner for which Customer is indemnifying Clarity under Section 8.a above) (an "IP Claim"), Clarity will pay those amounts finally awarded by a court of competent jurisdiction against the Customer Indemnitees or (subject to the terms of Section 8.c) payable pursuant to a settlement agreement with respect to the IP Claim. If Clarity, in its sole discretion, believes an IP Claim or an adverse judgment in connection with an IP Claim is likely, then Clarity may, at its option, (a) obtain a license from such third-party claimant that allows Customer to continue the use of the Service, (b) modify the Service so as to be non-infringing, or (c) if neither (a) nor (b) is available to Clarity on commercially reasonable terms, terminate these Service Terms upon written notice to Customer and provide Customer a pro rata refund of the unused Subscription Fees previously paid for the terminated portion of the then-current Subscription Term. Clarity will have no obligation or liability relating to any IP Claim that: (x) is based on modification or customization of the Service at the direction of Customer or any third party; (y) is based on the combination or use of the Service (or any component of either) with any software, hardware, system, method, device or materials not provided or required by Clarity; or (z) results from Customer's use of the Service in a manner that is inconsistent with its intended use or is in breach of these Service Terms. This Section 8.b sets forth the entire liability of Clarity and the sole and exclusive remedy of Customer in the event of any claim that the Service infringes any third party Intellectual Property Right.

c. Indemnification Procedure. Each party shall promptly notify the other party in writing of any action for which such party believes it is entitled to be indemnified pursuant to Section 8.a or Section 8.b. The party seeking indemnification (the "Indemnitee") shall cooperate with the other party (the "Indemnitor") at the Indemnitor's sole cost and expense. The Indemnitor shall immediately take control of the defense and investigation of such Claim or IP Claim and employ counsel qualified to handle and defend the same, at the Indemnitor's sole cost and expense. The Indemnitee's failure to perform any obligations under this Section 9.c will not relieve the Indemnitor of its obligations under this Section 9 except to the extent that the Indemnitor can demonstrate that it has been materially prejudiced as a result of such failure. The Indemnitee may participate in and observe the proceedings at its own cost and expense with counsel of its own choosing. The Indemnitor may settle a Claim or IP Claim so long as any settlement (i) does not, without Indemnitee's prior written approval, (x) involve the admission of any wrongdoing by any Indemnitee, (y) restrict any Indemnitee's future actions, or (z) require any Indemnitee to take any

action, including the payment of money, and (ii) includes a full release of the Indemnitees.

9. **CONFIDENTIALITY.** Each party shall keep confidential the terms of these Service Terms, all information and materials provided or made available by the other party, whether or not marked as confidential or proprietary that the receiving party knows or should have reasonably known is confidential or proprietary at the time of disclosure ("Confidential Information"). For clarity, the features, functionality and content of the Service(excluding Product Data), any Documentation, the Fees charged in connection with the Service and any information regarding planned modifications or updates to the Service or other Clarity products and services constitutes Confidential Information of Clarity. Each party shall keep and instruct its employees and agents, and in the case of Clarity, its third-party contractors, to keep the other party's Confidential Information confidential by using at least the same care and discretion as used with that party's own confidential information, but in no case less than a prudent and reasonable standard of care. Neither party shall use the other party's Confidential Information for purposes other than performing its obligations hereunder or as otherwise authorized by the disclosing party. Information or materials shall not constitute Confidential Information if it is: (i) in the public domain through no fault of the receiving party, (ii) known to the receiving party prior to the time of disclosure by the disclosing party, (iii) lawfully and rightfully disclosed to the receiving party by a third party on a non-confidential basis, or (iv) developed by the receiving party without reference to Confidential Information. A receiving party may disclose Confidential Information of the other party when required by law or legal process, provided that the receiving party promptly provide notice to the disclosing party of such request or requirement so the disclosing party may seek appropriate protective orders. If a party, its employees or agents breaches or threatens to breach the obligations of this Section 10, the affected party may seek injunctive relief from a court of competent jurisdiction, in addition to its other remedies, as the inadequacy of monetary damages and irreparable harm are acknowledged.
10. **Compliance with Laws.** The Products are designed and certified for use in specific countries so Customer agrees to only use the Service with Products that have been certified for the location in which Customer has installed such Products. For information on current certifications for the Products, contact us at [contact@clarity.io](mailto:contact@clarity.io). Additionally, there may be laws, regulations, ordinances, building codes and other similar requirements applicable to where and how to install or use that Product in the jurisdiction in which Customer is located. It is solely Customer's responsibility to determine and ensure that its use of the Service complies with all applicable laws, regulations and ordinances. In addition, the Products may be subject to import and export laws and regulations in the United States and elsewhere. Customer must comply with all domestic and international import and export laws and regulations that apply in connection with the Products and accepts responsibility for its use of the Products outside the United States.
11. **Limitation of Liability.**
  - a. Limitation on Damages. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL (A) CLARITY OR ITS SUPPLIERS BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, OR INCIDENTAL DAMAGES, INCLUDING ANY DAMAGES TO CUSTOMER OR ANY THIRD PARTIES FOR LOST DATA OR LOST PROFITS, ARISING FROM OR RELATING TO THE MANUFACTURE, SALE, SUPPLYING OR FAILURE OR DELAY IN SUPPLYING OF THE SERVICE OR THE USE OF THE PRODUCT OR RESULTING PRODUCT DATA, WHETHER BASED UPON WARRANTY, CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF CLARITY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES, AND (B) CLARITY AND ITS SUPPLIER'S TOTAL CUMULATIVE LIABILITY ARISING FROM OR RELATED TO THE PRODUCTS, WHETHER IN CONTRACT OR TORT OR OTHERWISE, EXCEED THE FEES ACTUALLY PAID BY CUSTOMER TO CLARITY FOR THE SERVICE IN THE PRIOR SIX (6) MONTHS (IF ANY). THIS LIMITATION IS CUMULATIVE AND WILL NOT BE INCREASED BY THE EXISTENCE OF MORE THAN ONE INCIDENT OR CLAIM. This section

and all limitations will apply even if the above stated remedy fails of its essential purpose or if the other party knew or should have known of the possibility of such damages.

b. Customer Decisions. PRODUCT DATA IS PROVIDED FOR INFORMATIONAL PURPOSES. CUSTOMER IS SOLELY RESPONSIBLE FOR ALL DECISIONS REGARDING THE CONDUCT OF CUSTOMER'S BUSINESS, AND UNDER NO CIRCUMSTANCES SHALL CLARITY BE LIABLE FOR SUCH DECISIONS OR THE CONSEQUENCES OF SUCH DECISIONS, REGARDLESS OF THE EXTENT TO WHICH SUCH DECISIONS MAY BE MADE IN RELIANCE ON PREDICTIONS AND OTHER INFORMATION PROVIDED BY THE SERVICE.

12. **Publicity.** Customer agrees Clarity is permitted to use Customer's name and logo for the purpose of listing Customer as a client of the Clarity in external communications, marketing materials, and on Clarity's website.
13. **Notifications.** By submitting an order for Products, Customer consents to receiving certain electronic communications from Clarity as further described in Clarity's Privacy Policy. Please read Clarity's Privacy Policy to learn more about choices regarding Clarity's electronic communications practices. Clarity may provide notifications to Customer as required by law or for marketing or other purposes via (at its option) email to the contact email associated with Customer's Clarity account, hard copy, or posting of such notice on the Clarity websites. Customer agree that any notices, agreements, disclosures, or other communications that Clarity sends to Customer electronically will satisfy any legal communication requirements, including that such communications be in writing. Clarity is not responsible for any automatic filtering Customer or its network provider may apply to email notifications.
14. **Force Majeure.** Clarity will not be liable or responsible for any failure to perform, or delay in performance of, any of Clarity's obligations under a contract that is caused by an act or event beyond Clarity's reasonable control, including without limitation acts of God, strikes, lock-outs or other industrial action by third parties, civil commotion, riot, terrorist attack, war, fire, explosion, storm, flood, earthquake, epidemic or other natural disaster, failure of public or private telecommunications networks or impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.
15. **Governing Law and Jurisdiction.** These Service Terms shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflicts of laws principles. Customer agrees to submit to the personal jurisdiction of the state and federal courts in or for San Francisco County, California for the purpose of litigating all such claims or disputes.
16. **General.** These Service Terms, together with the Privacy Policy and any other agreements expressly incorporated by reference into these Service Terms, are the entire and exclusive understanding and agreement between Customer and Clarity regarding Customer's offer to purchase the Service and the other matters described in these Service Terms. These Service Terms may be amended only by a written agreement signed by authorized representatives of the parties to these Service Terms. Customer may not assign its rights under these Service Terms without Clarity's prior written consent. Customer expressly agrees and acknowledges that these Service Terms inure to the benefit of Clarity, its affiliates, transferees, and successors. If any provision of these Service Terms shall be held illegal, unenforceable, or in conflict with any law of any authority having jurisdiction

over these Service Terms, the validity of the remaining portions or provisions hereof shall remain in full force and affect. Failure or delay by us to enforce any these Service Terms will not constitute a waiver of either party's rights against the other and does not affect a party's right to require future performance under these Service Terms.